## NOTICE.....The City Council meetings will temporarily be held at 1551 East Napoleon Street.

#### AGENDA SULPHUR CITY COUNCIL MEETING MONDAY, JANUARY 9, 2023, AT 5:30 P.M.

THERE WILL BE A REGULAR MEETING OF THE SULPHUR CITY COUNCIL MONDAY, JANUARY 9, 2023, AT 5:30 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 1551 EAST NAPOLEON STREET, SULPHUR, LOUISIANA, TO DISCUSS AND ADOPT THE FOLLOWING:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES OF PREVIOUS MEETING
APPROVAL OF AGENDA

- 1. PRESENTATION of Audit for fiscal year ending June 30, 2022, and Resolution accepting same. RES01-23 (Mayor Danahay)
- 2. Extension for temporary housing in recreational vehicles due to damage caused by Hurricane Laura for the following addresses:

#### (Living in RV after 1 ½ years)

a. To extend temporary housing in a recreational vehicle located at 2589 Augustine Street, in accordance with Ordinance No. 1693, M-C Series.

#### (Living in RV after 2 years)

- b. To extend temporary housing in a recreational vehicle located at 1033 West Verdine Street in accordance with Ordinance No. 1693, M-C Series.
- c. To extend temporary housing in a recreational vehicle located at 116 Garden Street in accordance with Ordinance No. 1693, M-C Series.
- d. To extend temporary housing in a recreational vehicle located at 1408 Forest Lane in accordance with Ordinance No. 1693, M-C Series.

- 3. RULE TO SHOW CAUSE for the condition of the following addresses:
  - a. To condemn building or structure located at 1105 Lori Lane, in accordance with Article IX, Section 5-286 through 5-296. (Joy Abshire)
  - b. To condemn building or structure located at 601 Cass Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - c. To condemn building or structure located at 905 West Burton Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
  - d. To condemn building or structure located at 1024 Lock Street, in accordance with Article IX, Section 5-286 through 5-296. (Dru Ellender)
- 4. PUBLIC HEARING on ordinance zoning property to Business for Johnny Morgan, Sr., 205 Mathew Street, with an Exception to allow for a mobile home. ORD01-23 (Melinda Hardy)
- 5. PUBLIC HEARING on ordinance granting a request from D.F. Development LLC, 2202 Augusta Street, to remove the stipulation that only allows 1 mobile home on the property so up to 8 multi-family units can be built. ORD02-23 (Nick Nezat)
- 6. PUBLIC HEARING on ordinance granting a rezone to CSG Enterprises, LLC, 1101 Gulf Lane, from Residential to Mixed Residential to allow for 3 additional mobile homes. ORD03-23 (Nick Nezat)
- 7. PUBLIC HEARING on ordinance granting a rezone to Kermit Richard, 304 and 306 East Burton Street, from Mixed Residential to Business to allow for an electrical business. ORD04-23 (Dru Ellender)
- 8. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to execute right of way/servitude with Housing Authority of the City of Sulphur, Louisiana, for the Sanitary Sewer Lift Station Replacement Project. ORD05-23 (Mayor Danahay)
- PUBLIC HEARING on ordinance amending Ordinance No. 435, M-C Series Master Sales and Use Tax ordinance – (amending definitions). ORD06-23 (Mayor Danahay)
- 10. PUBLIC HEARING on ordinance authorizing Mayor Mike Danahay to sign Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Sara Street Bridge Replacement. ORD07-23 (Mayor Danahay)

- 11. INTRODUCTON OF ORDINANCE authorizing Mayor Danahay to sign Cooperative Endeavor Agreement with State of Louisiana to bore 120 feet of 12-inch water main under main drainage lateral at Louis Alleman Road. ORD08-23 (Mayor Danahay)
- 12. INTRODUCTION OF ORDINANCE declaring certain surplus movable property of the City of Sulphur and providing for the disposal thereof (I.T. and fire equipment). ORD09-23 (Mayor Danahay)
- 13. RESOLUTION accepting Substantial Completion for Mimosa Heights Phase 2 Street Improvements. RES02-23 (Mayor Danahay)
- 14. RESOLUTION authorizing Mayor Danahay to sign any and all Environmental Review documents for the Sulphur Housing Authority. RES03-23 (Mayor Danahay)
- 15. RESOLUTION awarding low bid received for limestone and asphalt and chemicals for the City of Sulphur. RES04-23 (Mayor Danahay)
- 16. RESOLUTION approving liquor licenses for 2023. RES05-23 (Mayor Danahay)
- 17. PUBLIC COMMENT 3 MINUTES PER SPEAKER ONLY SPEAK 1 TIME PER ITEM.

#### This ends the public comment section of the meeting.

#### **ADJOURNMENT**

The next regular City Council meeting will be held on Monday, February 13, 2023, at 5:30 p.m. in the Council Chambers located at 1551 East Napoleon Street, Sulphur, LA.

In accordance with the Americans with Disabilities Act, if you need special assistance to attend this meeting, please contact Arlene Blanchard at 337-527-4571, describing the assistance that is necessary.

#### RESOLUTION NO. , M-C SERIES

Resolution accepting Audit for Fiscal Year ending June 30, 2022.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Audit for Fiscal Year ending June 30, 2022.

|                                  | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this, 2023. |
|----------------------------------|--|
| ATTECT.                          | MANDY THOMAS, Chairman   |
| ATTEST:  ARLENE BLANCHARD, Clerk |  |

#### ORDINANCE NO. M-C SERIES

ORDINANCE ZONING PROPERTY TO BUSINESS FOR JOHNNY MORGAN, SR., 205 MATHEW STREET, WITH AN EXCEPTION TO ALLOW FOR A MOBILE HOME.

WHEREAS, at the time zoning was adopted in 2003 this property erroneously did not get zoned.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby zone the following described property to Business with an Exception:

## COM NE COR LOT 1 BLK 8 OTS SULPHUR TH W 150 FT N 50 FT ETC REF1- SUPPLEMENTAL ROLL SULPHUR ORDINANCE #132 (1992)

This zoning is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said zone interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this zoning, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this zoning the owner of this resolution shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this resolution shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby zone property to Business for Johnny Morgan, Sr., 205 Mathew Street, with an Exception to allow for a mobile home.

|  | APPROVED AND ADOPTED by the City Council of the City of the City of Sulphur, Louisiana, on this, 2022.  |
|--|---|
|  | MANDY THOMAS, Chairman  |
|  |   |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2023, at o'clockm. | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2023, the foregoing ordinance which has approved/vetoed by the Mayor. |
| ARLENE BLANCHARD, Clerk  | ARLENE BLANCHARD, Clerk   |



## **MEMORANDUM**

To: Board of Zoning and Land Use Commission

From: Austin Abrahams

Public Works Director, Land Use Administrator

cc: Arlene Blanchard, Mayor Mike Danahay

Date: 12-12-2022

RE: 3. Zoning of property to Business to allow for an exception for living for

mobile home at 205 Mathew Street.

#### **Summary of Recommendation:**

No objection to zone the subject property to Business to allow an exception for living.

#### **Application:**

3. Resolution zoning property to Business for Johnny Morgan, Sr., 205 Mathew Street, with an Exception to allow for a mobile home.

#### Situation:

Currently, the subject lot does not have a zoning classification. Applicant is wanting to build an accessory structure and eventually a primary structure. Zoning this lot to business would allow an exception for living on the property.







#### Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

- 1. Adjacent lots to the North are zoned Business and are owned by the applicant.
- 2. Lots to the South are zoned Residential use.

#### Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1. No living in accessory structure



#### CITY OF SULPHUR

APPLICATION FOR

Date Received 12/9/22

DEVELOPMENT APPROVAL

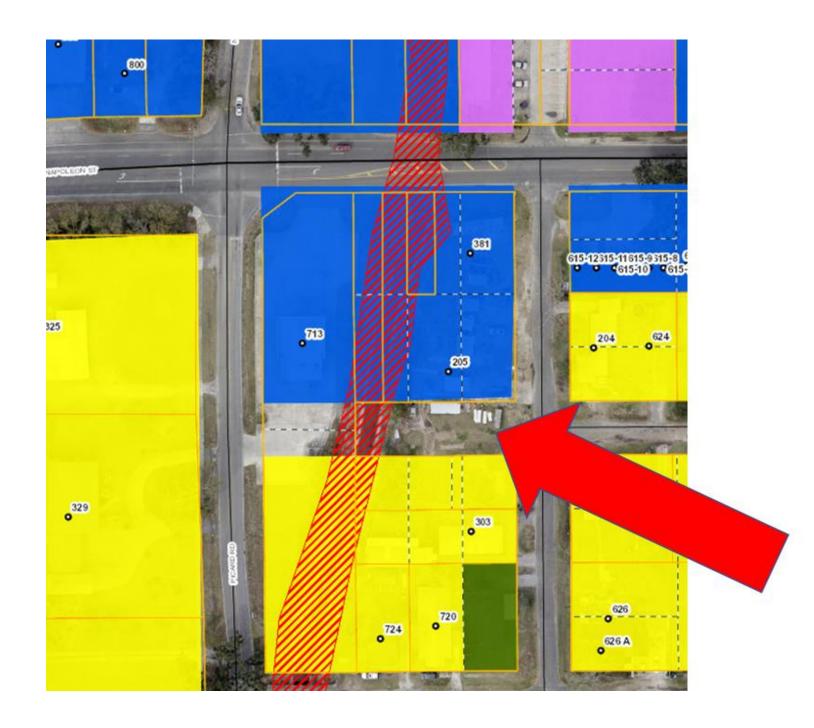
\$50.00 Fee (Non-Refundable)

free (was never 2 oned

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

| PRINT NAME   | DATE   |
|--|--|
| PROPERTY OWNER INFORMATION   |  |
| Name of Property Owner Johnny Morgan S   | r.   |
| (Owner must provide proof of ownership such as property tax record or  |  |
| Mailing Address: POBox 701 City Sulphur  |  |
| Physical Address: 205 Mathew St.   | City: Sulphur State: LA  |
| The state of the s | 0-2661 (C) 187-6234  |
| (11)25(0.50  | INFORMATION  |
| Location Address: 205 Mathew   | A CAMPATION  |
| Present Zoned Classification: Not Zoned  |  |
|  |  |
| LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRIN  | T NEATLY OR TYPE)  |
| COM NE CODICE DIVIDATE   | SHAMINA SILL HAS SILL HAS  |
| ETC REF1-Supplemental Rol  | SULPHUR TH W 150 FT N 50 FT  |
|  | Stephen Stormson 136   |
| DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH   |  |
| YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND U  | ISE AND CITY COUNCIL MEETING INITIAL JAM   |
| 7. Ohe REQUEST   | INFORMATION  |
| REZONE EXCEPTION SUBDIVISION BILL  | LBOARD PRE. PLAT FINAL PLAT  |
| DOES REZONE REQUIRE FENCING NAME   | E OF SUBDIVISION   |
|  |  |
| Zoning Change: From  | То   |
| Purpose of Request: Property wasn't 2  | oned in 2003 When 2011ing  |
| was adopted. I want to some  | property to Business with &n   |
| Exception to place a mobile he   |  |
|  |  |
| owners of authorized agents of not less than fifty (50) percent of the area of lan   | perty shall be filed unless such petition is duly signed and acknowledged by the id for which a change of classification is requested; provided however, that where go the petition for that lot to be included in the fifty (50) percent area provision, as |
| request.   | not find any restrictions of covenants that would be in conflict with said   |
| Furthermore, I, the applicant agree to dispose of the Land Use sign(s) placed o  | n my property after the public hearing.  |
| Applicant Signature: Laz em  | Date: /2/6/12  |
| The state of the s | Date   |
|  | Yes No N/A   |
| 1. Is site located within the City Limits?   |  |
| 2. Will the proposed use be a nuisance to the surrounding area be  |  |
| of odors, vibrations, unsightly areas or other unwarranted elem  |  |
| 3. Is the capacity of the road and off-street parking facilities adeq  | uate   |
| for use by the proposed development?   |  |
| 4. Will the location be served by a fire protection?   |  |
| 5. Can the proposed development be expected to adversely affect  | the  |
| character/aesthetics of the area involved?   |  |
| 6. Is property within a designated flood hazard area?  |  |
| Flood zone classificationbfef  |  |



| ORDINANCE N | 0. 132 |  |
|-------------|--------|--|
|-------------|--------|--|

AN ORDINANCE to revoke the dedication of a portion of West Thomas Street as a public street in the City of Sulphur.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN regular session convened that:

Section 1: It is determined by the City Council that there is no need to retain the dedication of a certain portion of West Thomas Street as a public street, and that it is in the public interest to revoke the dedication of said portion of West Thomas Street.

Section 2: The City of Sulphur does hereby revoke the dedication of a portion of West Thomas Street as a public street which portion is more particularly described as follows, to-wit:

Commencing at the Northeast corner of Lot 1 of Block 8 of the TOWN OF SULPHUR, Louisiana, as per plat recorded in Conveyance Book 27, at page 67 of the records of Calcasieu Parish, Louisiana, thence West 150 feet, thence North 50 feet, thence East 150 feet, thence South 50 feet to the point of commencement.

BE IT FURTHER ORDAINED That this Ordinance shall become effective ten (10) days after publication.

APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this 11th day of May , 1992.

DOREDT " DAVIDSON

I HEREBY CERTIFY that the foregoing ordinance has been presented to the Mayor on this 14th day of May 1992, at 8:52 o'clock A .m.

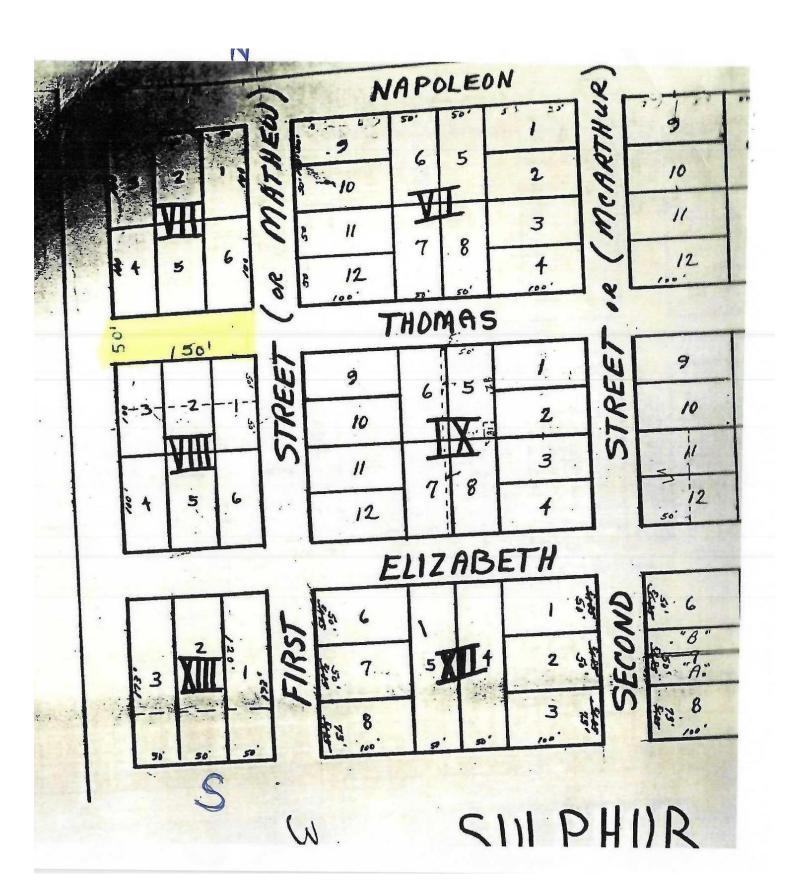
BRIDGET FARRIS, CLERK

I HEREBY CERTIFY that I have received from the Mayor at 2:00 o'clock P.m. on this 15th day of May 1992, the foregoing Ordinance which has been approved/vetoed by the Mayor.

Bridget Jarre BRIDGET FARRIS, CLERK APPROVED

CHARLES H. REED - MAYOR





#### ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REQUEST FROM D.F. DEVELOPMENT LLC, 2202 AUGUSTA STREET, TO REMOVE THE STIPULATION THAT ALLOWS ONLY 1 MOBILE HOME ON THE PROPERTY SO UP TO 8 MULTI-FAMILY UNITS CAN BE BUILT.

WHEREAS, in June, 2009, this property was rezoned from residential to mixed residential with the following stipulation:

Improvements on the property will include 1 mobile home south of the drainage ditch.

WHEREAS, applicant it requesting that this stipulation be removed so he can build up to 8 multi-family units that meet the density requirement.

BE IT RESOLVED by the Land Use Commission of the City of Sulphur, Louisiana, that they do hereby lift the stipulation for the following described property:

FROM SW CORNER GO NORTH 415' ALONG AUGUSTA STREET TO NW CORNER THEN GO EAST 182' TO NE CORNER THEN GO SOUTH 415' TO SE CORNER THEN WEST 182' TO STARTING POINT.

This request is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said request interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this request, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this request, the owner of this resolution shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this variance.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this resolution shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City of Sulphur of the City of Sulphur, Louisiana, that they do hereby grant a request from D.F. Development LLC, 2202 Augusta Street, to remove the stipulation that allows only 1 mobile home on the property so up to 8 multi-family units can be built.

|   | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2023. |
|---|---|
|   | MANDY THOMAS, Chairman  |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of,                 |
| day of, 2023, at o'clockm.  | 2023, the foregoing ordinance which has approved/vetoed by the Mayor.                             |
| ADI ENE DI ANCUADO Claric   | ADI ENE DI ANCUADO Clark  |



### **MEMORANDUM**

To: Board of Zoning and Land Use Commission

From:

Austin Abrahams (H)
Public Works Director, Land Use Administrator

Arlene Blanchard, Mayor Mike Danahay CC:

12-12-2022 Date:

RE: 4. Request to remove stipulation placed when rezoned to allow only 1

mobile home on property at 2202 Augusta Street.

#### **Summary of Recommendation:**

No objection is offered to the request.

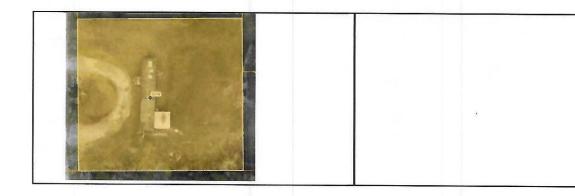
#### Application:

4. Resolution granting a request from D. F. Development LLC, 2202 August Street, to remove the stipulation that only allows 1 mobile home on the property so up to 8 multi-family units can be built.

#### Situation:

Zoned: Mixed Residential Lot Size: 30,340 sq. ft.

When originally rezoned, a stipulation was placed to allow only 1 mobile home on the property. The applicant is requesting the stipulation be removed to allow for four (4) duplex. At 3630 sq. ft. per door, four (4) duplexes are would be allowed if stipulation is removed.





#### Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

 Adjacent properties to the North and West are zoned Residential. A City of Sulphur Water Tower abuts the East boundary line. The land to the South is zoned North and South Frontage Road Overlay District.

2.

#### **Recommendation:**

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1.



Flood zone classification

bfe \_\_\_\_

#### CITY OF SULPHUR APPLICATION FOR

#### **DEVELOPMENT APPROVAL**

Date Received

\$50.00 Fee (Non-Refundable)

(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

PRINT NAME DATE 11/21/22 PROPERTY OWNER INFORMATION Name of Property Owner Avdrey Oxley is selling to D. F. Development L (Owner must provide proof of ownership such as property tax record or recorded deed) Mailing Address: 5822 Weeping Willow City: the Chales State: LA Email: D. Follopment oyahoo, com
70605 City: Sulphin State: LA Physical Address: 2202 (0)(337) 274-4209 PROPERTY INFORMATION Location Address: 2202 Augusta St.
Present Zoned Classification: Mixed Residential Location Address: 2202 LEGAL DESCRIPTION FROM ABSTRACT OR TAX RECORD (PRINT NEATLY OR TYPE)

SOUTH 160 F+ F: COM ON ENW Augusta St, 331.5 Ft N And 20 FF E of

SW COR NE SW 3.10.10, TH N Along E R/W 332 Ft, E 182 FT EGT
ACS REF1-DO YOU CURRENTLY HAVE ANY PENDING VIOLATION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES NO YOU, OR A REPRESENTATIVE, MUST ATTEND BOTH LAND USE AND CITY COUNCIL MEETING REQUEST INFORMATION REZONE EXCEPTION SUBDIVISION BILLBOARD PRE. PLAT FINAL PLAT DOES REZONE REQUIRE FENCING NAME OF SUBDIVISION Zoning Change: From Purpose of Request: Remove Mobile Home Mulifamily I do hereby understand that no petition for a change in the classification of property shall be filed unless such petition is duly signed and acknowledged by the owners of authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested; provided however, that where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision, as stated in the City of Sulphur Land Use Ordinance, Number 541, M-C Series. Further, I do certify that the property for which the above request is being made does not hold any restrictions or covenants that would be in conflict with said Furthermore, I, the applicant agree to se of the Land Use sign(s) placed on my property after the public hearing Applicant Signature: 11/21/22 Date: Yes No N/A 1. Is site located within the City Limits? 2. Will the proposed use be a nuisance to the surrounding area because of odors, vibrations, unsightly areas or other unwarranted elements? 3. Is the capacity of the road and off-street parking facilities adequate for use by the proposed development? 4. Will the location be served by a fire protection? 5. Can the proposed development be expected to adversely affect the character/aesthetics of the area involved? 6. Is property within a designated flood hazard area?

## ORDINANCE NO. 921, M-C SERIES

AN ORDINANCE GRANTING A RE-ZONE FROM RESIDENTIAL DISTRICT TO MIXED RESIDENTIAL DISTRICT OF THE LAND USE ORDINANCE OF THE CITY OF SULPHUR, LOUISIANA, TO OTIS DAN OXLEY, 2204 AUGUSTA STREET.

WHEREAS, the following described property located in the City of Sulphur, State of Louisiana, being rezoned from Residential District to Mixed Residential District is owned by Otis Dan Oxley, to-wit:

FROM SW CORNER GO NORTH 415' ALONG AUGUSTA STREET TO NW CORNER THEN GO EAST 182' TO NE CORNER THEN GO SOUTH 415' TO SE CORNER THEN WEST 182' TO STARTING POINT.

WHEREAS, improvements on the property will include 1 mobile home south of drainage ditch.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SULPHUR, LOUISIANA, IN REGULAR SESSION CONVENED THAT:

The Land Use Ordinance of the City of Sulphur is hereby amended to grant a rezone from Residential District to Mixed Residential District to Otis Dan Oxley, for the following described property to wit:

FROM SW CORNER GO NORTH 415' ALONG AUGUSTA STREET TO NW CORNER THEN GO EAST 182' TO NE CORNER THEN GO SOUTH 415' TO SE CORNER THEN WEST 182' TO STARTING POINT.

This re-zone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said re-zone interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this re-zone, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

That the owner of this re-zone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this re-zone.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this re-zone shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon Mayor's signature.

ARLENE BLANCHARD, Clerk

I HEREBY CERTIFY that I have received from the Mayor at 1:30 o'clock 1.m. on this day of 0 day of 2009, the foregoing ordinance which has

ARLENE BLANCHARD, Clerk

approved/vetoed by the Mayor.



# CITY OR SULPHUR

#### CITY OF SULPHUR

# APPLICATION FOR LAND USE CHANGES/AMENDMENTS VARIANCES OR EXCEPTIONS

| Received 4/2/109   | \$15.00 Fee (Non-Refundable)  |
|--|---|
| ADDI SOLING SYNON  | 513.00 Fee (Non-Relundable)   |
| APPLICANT INFORMATION  | 14  |
| Name: #15 DAN XLE  | 7   |
| (Owner must provide proof of ownership such as property to<br>Address: YOBOX 2314 Sul  |   |
| Phone Number (H) 337-215-5918  | LPhur LA 70664  |
| - JI JU J 110  | (W)(C)  |
| Location Address: 2204 AuG   | PROPERTY INFORMATION 4.574  |
| Present Zoned Classification: RESIDENTIAL  |   |
|  | TION WITH ANY ORDINANCE OF THE CITY OF SULPHUR YES  |
| ZONI   | ING REQUEST INFORMATION   |
| 7 0 0  |   |
|  | CEPTION SUBDIVISION VARIANCE SUBDIVIDING LOT  |
| Coning Change: From RESIGRATION  | TO MIX RESIDENTIAL  |
| rurpose of Request:  |   |
| to allow I mobile  | e home for son.   |
|  |   |
| any lot located in the aforesaid area is owned in division, all co-o<br>stated in the City of Sulphur Land Use Ordinance, Number 541, i  | t is being made does not hold any restrictions or covenants that would be in conflict with said |
| 0 0,0  | V   |
| 1. Is site located within the City Limits?   | Yes No N/A  |
| 2. Will the proposed use be a nuisance to the surround   |   |
|  | ting area because   |
|  |   |
| of odors, vibrations, unsightly areas or other unwar   | rranted elements?   |
| of odors, vibrations, unsightly areas or other unwar<br>3. Is the capacity of the road and off-street parking fac  | rranted elements?   |
| of odors, vibrations, unsightly areas or other unwar<br>3. Is the capacity of the road and off-street parking fac<br>for use by the proposed development?  | rranted elements?   |
| of odors, vibrations, unsightly areas or other unwar<br>3. Is the capacity of the road and off-street parking fac<br>for use by the proposed development?<br>4. Will the location be served by a fire protection?  | cilities adequate   |
| of odors, vibrations, unsightly areas or other unwar  3. Is the capacity of the road and off-street parking fac for use by the proposed development?  4. Will the location be served by a fire protection?  5. Can the proposed development be expected to adver | cilities adequate   |
| of odors, vibrations, unsightly areas or other unwards. Is the capacity of the road and off-street parking factor use by the proposed development?  4. Will the location be served by a fire protection?   | cilities adequate   |
| of odors, vibrations, unsightly areas or other unwar  3. Is the capacity of the road and off-street parking fac for use by the proposed development?  4. Will the location be served by a fire protection?  5. Can the proposed development be expected to adver | cilities adequate   |

# DO YOU OBJECT TO THE PHACEMENT OF COME HOUSE TRAINERS ON PROPERTY AT 2204 AUGUSTA-

| NAME AddRESS   | TELEPHONE    |
|--|--------------|
| Roger Mª Slwain 2014 Avgrata   | 337-527-6578 |
| Robert + Boblie Selleit 2305 Augustast   | 337-527-6736 |
| Land da .  | 557 567 5700 |
| Sinit Rattill 2008 Quanto St   | 337.527-6418 |
| Jame El Gunard 2207 Augusta St   | 337-660-5059 |
| Keller Relig 401 Boece St.<br>James El General 2207 tugusta St.<br>Jyana Lourine 2211 Augusta St |              |

| 601 |            | 2014   |
|-----|------------|--|
|     | Augusta St | 2204  Oxyley stays hed when in town  |
|     |            | Son, ot 15, JR.  Will subdivide to  will subdivide to  put trailer here.  put want to subdivide  bont want to subdivide  until zoning and  cc votes:   |
|     |            | (30,000)  (30,000)  (see the south of south of south of south of south south south south of s |



#### ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO CSG ENTERPRISES, LLC, 1101 GULF LANE, FROM RESIDENTIAL TO MIXED RESIDENTIAL TO ALLOW FOR 3 ADDITIONAL MOBILE HOMES.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to CSG Enterprises, LLC, 1101 Gulf Lane, from Residential to Mixed Residential to allow for 3 additional mobile homes (total of 5) for the following described property:

#### LOTS 7, 8 BLK 4 F G LOCK SUB IN 2.10.10

This rezone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said rezone interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude, or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this rezone, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this rezone the owner of this rezone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this rezone.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this rezone shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to CSG Enterprises, LLC, 1101 Gulf Lane, from Residential to Mixed Residential to allow for 3 additional mobile homes (total of 5).

APPROVED AND ADOPTED by

|  | the City Council of the City of Sulphur, Louisiana, on this day of, 2023.   |
|--|---|
|  | MANDY THOMAS, Chairman  |
|  |   |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2023, at o'clockm. | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2023, the foregoing ordinance which has approved/vetoed by the Mayor. |
| ARLENE BLANCHARD, Clerk  | ARLENE BLANCHARD, Clerk   |



## **MEMORANDUM**

To:

Board of Zoning and Land Use Commission

From:

Austin Abrahams Apple Public Works Director, Land Use Administrator

cc:

Arlene Blanchard, Mayor Mike Danahay

Date:

RE:

5. Rezone from Residential to Mixed Residential to allow for 3 additional

mobile homes.

#### **Summary of Recommendation:**

No objection is offered to the rezone request.

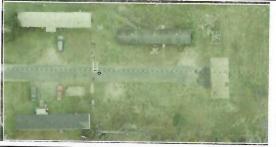
#### Application:

5. Resolution granting a rezone to CSG Enterprises, LLC, 1101 Gulf Lane, from Residential to Mixed Residential to allow for 3 additional mobile homes.

#### Situation:

The current use is a legal non-conforming use. Historically, there has been up to 5 mobile homes on this lot. Currently, there are only two (2) mobile homes, but would like to fill the remaining three (3) lots in the future. With the lot size around 42,000 sq. ft., a rezone to Mixed Residential would allow for up to 5 mobile homes.







#### Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

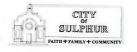
- 1. This would be a spot zone, though the uses are consistent for the neighborhood.
- Due to the length of the driveway, the southern end of driveway would need to be modified to allow for fire apparatus turnaround before a mobile home can be placed on the southern portion of the property.

#### Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

1.



#### CITY OF SULPHUR APPLICATION FOR

**DEVELOPMENT APPROVAL** 

\$50.00 Fee (Non-Refundable) (Exact cash or check only)

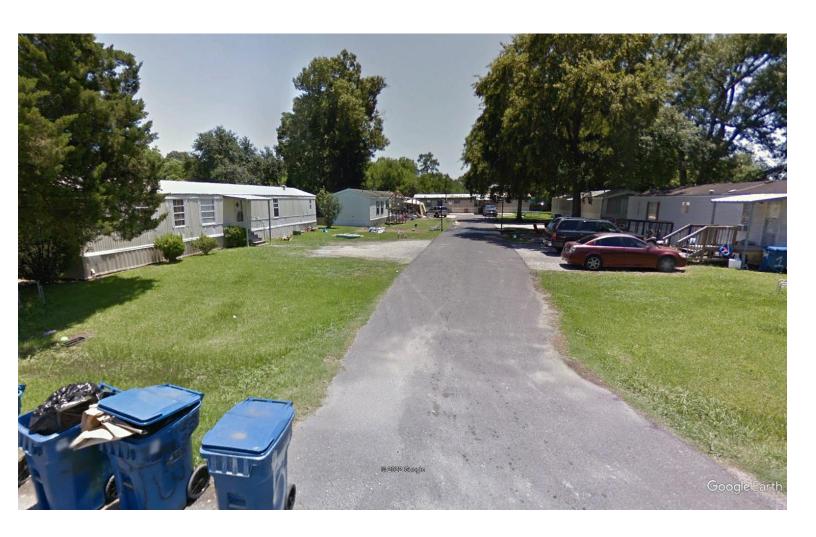
IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY.

| PRINT NAME Sham  | Gazina  | DAT                          | E 11 3012                    | 2                    |
|--|---|------------------------------|------------------------------|----------------------|
| PROPERTY OWNER INFORMATION   | N.  |                              |                              |                      |
|  |   |                              |                              |                      |
| Name of Property Owner CSG &   | Enterprises   |                              |                              |                      |
| Owner must provide proof of ownership  | such as property tax record or recorded a           | leed)                        |                              |                      |
| Mailing Address: 943 Chapel Li   | a City: Lalle Chades State:C                        | Le Email: qu)                | ilia Sharon 7                | 40 gmail.cu          |
| Physical Address:  | C   | ity:                         | State                        | :                    |
| hone Number (H)  | (W)   |                              | (C) 337-5                    | 15-562               |
|  | PROPERTY INFORM                                     | IATION                       |                              |                      |
| ocation Address: 1101 Gulf   | lune, Sulphur, la                                   | 20/4/2                       |                              |                      |
| resent Zoned Classification: Record  | entral  | 70003                        |                              |                      |
|  | ptish   |                              |                              |                      |
| EGAL DESCRIPTION FROM ABSTRA   | CT OR TAX RECORD (PRINT NEAT)                       | LY OR TYPE)                  |                              |                      |
|  |   |                              |                              |                      |
| O YOU CURRENTLY HAVE ANY P   | ENDING VIOLATION WITH ANY OF                        | RDINANCE OF THI              | E CITY OF SULPHU             | R YES N              |
|  | ST ATTEND BOTH LAND USE AND                         |                              |                              | INITIAL LA           |
|  |   | or receiver w                | EETING                       | INITIAL DA           |
|  | REQUEST INFORM                                      | ATION                        |                              |                      |
| REZONE EXCEPTION   | SUBDIVISION BILLBOARD                               | PRE. PLAT                    | FINAL PLAT                   |                      |
| DOES REZONE REQUIRE FENCING  | G NAME OF SUBI                                      | DIVISION                     |                              |                      |
|  |   |                              |                              |                      |
| oning Change: From   | sal To N  | 1                            |                              |                      |
| Surpose of Request: add month  | 70 VC   | 11264                        |                              |                      |
| apose of request. Was Mass L   | nomes   |                              |                              |                      |
|  |   |                              |                              |                      |
|  |   |                              |                              |                      |
|  |   |                              |                              |                      |
| I do hereby understand that no petition for a  | change in the classification of property shall be   | a filed unless such notific  | an in dubustas ad and a st   | 1 1 11 11            |
| owners or authorized agents of not less than   | TITIV (50) percent of the area of land for which    | a change of placeification   | n in romandad, acculated to  |                      |
| any localed in the aloresald area is owner   | 0 In division, all co-owners must sign the netition | on for that lot to be inclu- | ded in the fifty (50) percen | t area provision, as |
| stated in the City of Sulphul Land Ose Ordin   | ance, Number 541, M-C Series.                       |                              |                              |                      |
| request.   | th the above request is being made does not he      | old any restrictions or co   | venants that would be in o   | conflict with said   |
| The state of the s | e of the Land Use sign(s) placed on my proper       |                              |                              |                      |
| differentiale, i, the applicant agree to dispos  | a of the Land Use sign(s) placed on my proper       | ty after the public hearin   | g.                           |                      |
| Applicant Signature:   | w Hah   | Date                         |                              |                      |
|  |   | Date                         |                              |                      |
|  |   | Yes                          | No                           | N/A                  |
| . Is site located within the City Limit  |   |                              |                              |                      |
| . Will the proposed use be a nuisance  | e to the surrounding area because                   |                              | /                            |                      |
| of odors, vibrations, unsightly area   | s or other unwarranted elements?                    |                              |                              |                      |
| . Is the capacity of the road and off-s  | treet parking facilities adequate                   |                              |                              |                      |
| for use by the proposed developmen   |   | /                            |                              |                      |
| . Will the location be served by a fire  |   | -,/                          |                              |                      |
| 5. Can the proposed development be e   |   |                              |                              | -                    |
| character/aesthetics of the area invo  |   |                              | ./                           |                      |
|  |   |                              |                              |                      |
| 6. Is property within a designated floo  |   |                              |                              |                      |
| Flood zone classification At   | bfe ft.   |                              |                              |                      |









#### ORDINANCE NO. M-C SERIES

ORDINANCE GRANTING A REZONE TO KERMIT RICHARD, 304 AND 306 EAST BURTON STREET, FROM MIXED RESIDENTIAL TO BUSINESS TO ALLOW FOR AN ELECTRICAL BUSINESS.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Kermit Richard, 304 and 306 East Burton Street, from Mixed Residential to Business to allow for an electrical business for the following described property:

LOT 16 BURGESS DOIRON SUB OF LOT 7 PARTITION OF SW SE 27.9.10

**AND** 

LOT 15 BURGESS DOIRON SUB OF LOT 7 PARTITION OF SW SE 27.9.10 (R1, 2, 4) IMPS 88/CE\$1190 'SMITTY'S' IMPS 99/CMS \$600 'TIRE DEPT' @270910-0438 – 001402 0000 W/2 -OR- W 25 FT LOT 14 BURGESS DOIRON SUB OF LOT 7 DOIRON HEIRS PARTITION (R3, 5,6) REF-CLARENCE DUBOSE B 900 P 288-64 REF2-B 1998 P 403-87 REF3-PART LENARD PACIFIC BOUTTE AND PART FROM LEONARD P BOUTTE B 2061 P 202-88 REF4-B 2220 P 58-90 REF5-SOLD TO STATE AND CITY FOR 92 TAXES-92 REF6-REDEEMED FROM STATE AND CITY TAXES IN THE NAME OF RAMONA GAYLE DAVANT B 2386 P 144, B 2385 P 480 B 2384 P 518-93

WHEREAS, a privacy fence shall be installed to the east side of the property due to single family living.

This rezone is granted by the City of Sulphur and may be withdrawn by the City of Sulphur should said rezone interfere with the rights and privileges owned by the City of Sulphur pursuant to a pre-existing right of way, servitude, or easement. If withdrawn, any improvements constructed thereon shall be removed at the expenses of owner thereof.

Grantee hereby agrees and contracts to hold Grantor harmless from any damages created and/or caused by the granting of this rezone, including, but not limited to, litigation defense, litigation costs, violation of subdivision restrictive covenants, building code violations or any other damages, property and/or monetary or otherwise, relating thereto.

Upon approval of this rezone the owner of this rezone shall be responsible for the recordation thereof, with the Clerk of Court, Calcasieu Parish, Louisiana, and shall provide the City of Sulphur a receipt evidencing recordation within 10 days of the effective date of this rezone.

No work shall commence until all applicable permits are obtained. In the event work is commenced prior to obtaining all applicable permits, this rezone shall be withdrawn and considered null and void.

BE IT FURTHER ORDAINED by the City Council of the City of Sulphur, Louisiana, that they do hereby grant a rezone to Kermit Richard, 304 and 306 East Burton Street, from Mixed Residential to Business to allow for an electrical business.

|  | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2023.   |  |  |
|--|---|--|--|
|  | MANDY THOMAS, Chairman  |  |  |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2023, at o'clockm. | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2023, the foregoing ordinance which has approved/vetoed by the Mayor. |  |  |
| ARLENE BLANCHARD, Clerk  | ARLENE BLANCHARD, Clerk   |  |  |



# **MEMORANDUM**

To:

Board of Zoning and Land Use Commission

From:

Austin Abrahams

Public Works Director, Land Use Administrator

CC:

Arlene Blanchard, Mayor Mike Danahay

Date:

12-12-2022

RE:

6. Rezone of property from Mixed Residential to Business to allow for

electrical business at 304 and 306 E. Burton Street.

# **Summary of Recommendation:**

No objection is offered to the rezone request.

# **Application:**

6. Resolution granting a rezone to Kermit Richard, 304 and 306 East Burton Street, from Mixed Residential to Business to allow for an electrical business.

# Situation:

The applicant is wanting to sell the subject property, where a business has historically existed.







# Findings:

In accordance with Article III, Part 2, Section 5(3) of the Land Use Ordinance the application has been reviewed. The following findings are offered for your consideration:

 This would be a spot zone since the surround properties are zoned Mixed Residential. However, the lots to the North and West are owned and operated by the City of Sulphur Public Works Maintenance.

2.

# Recommendation:

Based on the above findings, no objection is offered to the requested rezone.

The following stipulations are suggested:

 A privacy fence will have to be installed to the East side of Property due to single family living.



# CITY OF SULPHUR APPLICATION FOR

DEVELOPMENT APPROVAL

DATE

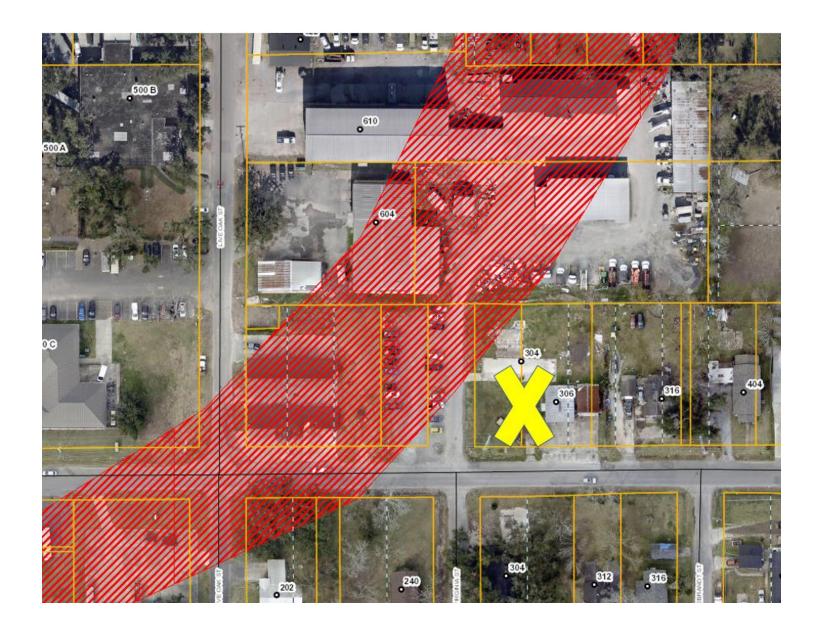
PRINT NAME 2

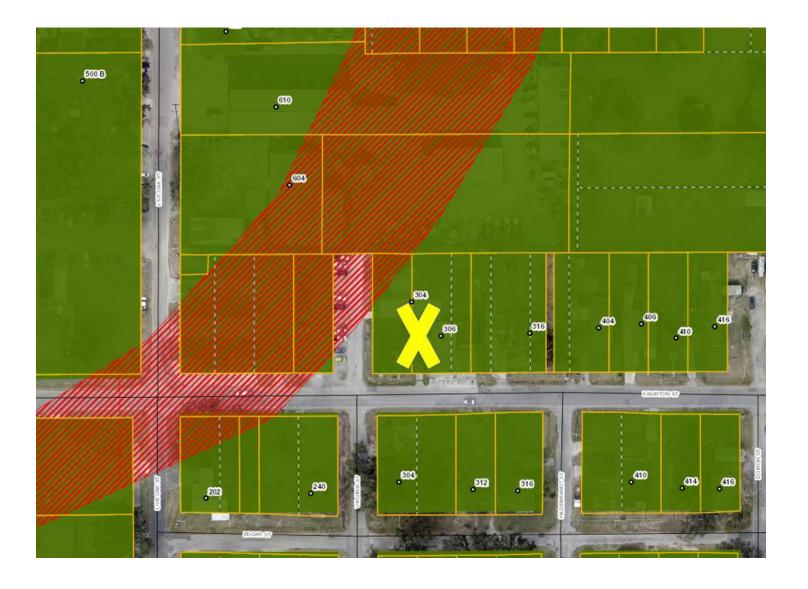
(Exact cash or check only)

IT IS APPLICANT'S RESPONSIBILITY TO KEEP SIGN POSTED ON PROPERTY. IF SIGN ISN'T PLACED ON PROPERTY 10 DAYS PRIOR TO MEETING DATE PLEASE NOTIFY CITY. IF SIGN IS REMOVED IT COULD DELAY ACTION ANOTHER MONTH. ONCE COUNCIL APPROVES/DISAPPROVES, APPLICANT MUST REMOVE SIGN FROM PROPERTY. Richard

| Name of Property Owner Kermila   | KICHAIA                              | (0)  |   |                                       |
|--|--------------------------------------|--|---|---------------------------------------|
| Owner must provide proof of ownership such as p  | roperty tax record or recorde        | ed deed) 10601   | 510 1 - 11  | 200 . 00                              |
| Mailing Address 2500 ony Rol (   | City: L. C. Sta                      | te: LA Email: Ken  | MITRICHANUL   | od (als Make                          |
| Physical Address: Same   |                                      | _City:   | State:  |                                       |
| Phone Number (H)   | (W)                                  |  | (0)337-916  | 2-9579                                |
|  | PROPERTY INFO                        | RMATION /  | ^   |                                       |
| ocation Address: 304/306 E. Y  | Buston St.                           | Sulphur.   | La. 70/0  | 63                                    |
|  | A Dai Martin                         | D = 1  | 9 000   |                                       |
| resent Zoned Classification:   | C - CEDAR OF PAR                     | 4  |   |                                       |
| Doiron   | TAV DECODE (DDINT NE                 | TIVOD TVDE   | 0 1   |                                       |
| EGAL DESCRIPTION FROM ABSTRACT OF  | - 7 Partition of S                   | W SE 279.10 Y  | Fol 16 Buy  | sew Doing                             |
| me of Let 7 Partitio   | n of SWSE                            | 27.9.10  | 1   | , -                                   |
| U U  | , 0                                  |  |   |                                       |
| OO YOU CURRENTLY HAVE ANY PENDING  | G VIOLATION WITH ANY                 | ORDINANCE OF THE   | CITY OF SULPHUR   | YES NO                                |
| OU, OR A REPRESENTATIVE, MUST ATT  |                                      |  |   | INITIAL DE                            |
| OU, OR A REFRESENTATIVE, MUST ATT  | END BOTH LAND OSE A                  | The Council Man  |   |                                       |
|  | REQUEST INFO                         | RMATION  |   |                                       |
| REZONE EXCEPTION SUBDI   | VISION BILLBOA                       | RD PRE. PLAT   | FINAL PLAT  |                                       |
| DOES REZONE REQUIRE FENCING  | NAME OF S                            | SUBDIVISION  |   |                                       |
| _  |                                      |  | A 0   |                                       |
| Zoning Change: From Wings re   | Т-                                   | Commence   | Bucia   | ess                                   |
| Zoning Change: From 1100000  | 10 -                                 | Formula  | Shift and   | 1 + 1                                 |
| Purpose of Request: 10 sell the  | -property                            | to premie  | Cultural  | Lystene "                             |
|  | 1 1 0                                |  |   | V                                     |
|  |                                      |  |   |                                       |
|  |                                      |  |   |                                       |
|  |                                      |  |   |                                       |
| I do hereby understand that no petition for a change<br>owners of authorized agents of not less than fifty (50   | in the classification of property si | nall be filed unless such petiti-<br>which a change of classificatio | on is duly signed and ackn<br>n is requested; provided hi | owiedged by the<br>owever, that where |
| any lot located in the aforesaid area is owned in divis  | sion, all co-owners must sign the    | petition for that lot to be inclu                                    | ded in the fifty (50) percent                             | t area provision, as                  |
| stated in the City of Sulphur Land Use Ordinance, No   |                                      |  |   |                                       |
| Further, I do certify that the property for which the ab   | ove request is being made does       | not hold any restrictions or co                                      | ovenants that would be in c                               | onflict with said                     |
| request.   |                                      |  |   |                                       |
| Furthermore, I, the applicant agree to dispose of the  | Land Use sign(s) placed on my        | property after the public hearing                                    | ng.   |                                       |
| Applicant Signature: Cormil  | Fra hard                             | Date   | 11-30-  | 29                                    |
| Applicant orginatures  |                                      |  |   |                                       |
|  |                                      | Yes  | No  | N/A                                   |
| 1. Is site located within the City Limits?   |                                      |  |   |                                       |
| 2. Will the proposed use be a nuisance to th   | e surrounding area because           | e  | /   |                                       |
| of odors, vibrations, unsightly areas or o   |                                      |  | V   |                                       |
| 3. Is the capacity of the road and off-street  |                                      |  | -   |                                       |
| for use by the proposed development?   | parking lacinities adequate          | V.   |   |                                       |
| A MANAGEMENT OF THE PROPERTY O | nation?                              |  | -   |                                       |
| 4. Will the location be served by a fire prote   |                                      |  |   | · ·                                   |
| 5. Can the proposed development be expect  |                                      |  |   |                                       |
| character/aesthetics of the area involved?   |                                      |  | 1.01  | · ·                                   |
| 6. Is property within a designated flood haz   | ard area?                            |  | w of m  | -                                     |
| Flood zone classification  | bfe ft.                              |  | V   |                                       |

Partin Flordway









# ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO EXECUTE RIGHT OF WAY/SERVITUDE WITH HOUSING AUTHORITY OF THE CITY OF SULPHUR, LOUISIANA, FOR THE SANITARY SEWER LIFT STATION REPLACEMENT PROJECT.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign the attached permanent and temporary construction right of way/servitude with the Housing Authority of the City of Sulphur, Louisiana for the Sanitary Sewer Lift Station Replacement Project.

sig

| BE IT FURTHER ORDAINEL signature.  | that this Ordinance shall become effective upon Mayor's   |
|--|---|
|  | APPROVED AND ADOPTED by the City Council of the City of Sulphur on this day of, 2023  |
|  | MANDY THOMAS, Chairman  |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2023, at o'clockm. | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of, 2023, the foregoing ordinance which has approved/vetoed by the Mayor. |
| ARLENE BLANCHARD, Clerk  | ARLENE BLANCHARD, Clerk   |

# STATE OF LOUISIANA PARISH OF CALCASIEU

# PERMANENT AND TEMPORARY CONSTRUCTION RIGHT OF WAY/ SERVITUDE

KNOWN ALL MEN BY THESE PRESENTS THAT

| HOUSING AUTHO              | PRITY OF THE CITY OF SULPHUR, LOUISIAI           | NA. appearing  |
|----------------------------|--|----------------|
| nerein uirougn             | its duly authorized                              | 0.             |
| evidenced by the resolutio | n attached hereto as Exhibit "A" whose mailing   | address is 313 |
| Brook Street, Sulphur, Lou | uisiana 70663 (hereinafter referred to as "GRAN" | TOR"):         |

for the public and mutual benefit, the sufficiency of said consideration being acknowledged by the parties herein, does hereby donate, grant, bargain, transfer, assign, convey and warrant unto THE CITY OF SULPHUR, LOUISIANA, a Political Subdivision of the State of Louisiana (hereinafter referred to as "GRANTEE"), appearing herein through Mike Danahay, its duly authorized Mayor as evidence by the ordinance attached hereto as Exhibit "B", its successors and assign, a permanent and temporary construction right of way/servitude for construction, maintenance and use of a Sewer Pump Station and any other ancillary utilities, on, under and across the herein described tract to enter upon and thereon to construct, operate and maintain pipelines and improvements for a Sewer Pump Station and any other ancillary utilities and for any other uses incidental to same, together with all rights of ingress and egress to and from said works for the purposes authorized herein. GRANTEE shall bury all pipelines within the right of way/servitude area.

The consideration herein is the exchange and abandonment of the existing Sewer Easement by the City of Sulphur by release/abandonment of same herein and restoration of same to its previous condition.

Said right of ways/servitudes are more particularly described on Exhibit "C" entitled "Proposed Sewer Pump Station Site on The Property of Housing Authority of the City of Sulphur, Louisiana containing 4 pages dated July 5, 2022 and prepared by Pelican Land Surveying, L.L.C.

GRANTORS agree that GRANTORS will not place, build or construct any building of any kind over, under or upon the above described Sewer Pump Station right of way/servitude area, provided, however, that any buildings, improvements or other constructions existing as of the date hereof over, under or upon the above described right of way area are expressly permitted. This servitude is an exclusive servitude in favor of GRANTEE. It is understood and agreed that said right of way MAY be fenced by GRANTEE.

GRANTEE shall pay to GRANTORS all damages, which may be caused to GRANTOR's property not authorized by this grant.

GRANTEE agrees to indemnify, defend and hold GRANTORS harmless from and against: (a) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of GRANTORS or third persons arising out of the negligence or intentional misconduct of GRANTEE in the exercise of the rights granted hereunder; and (b) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of GRANTORS or third persons arising solely out of any liability of GRANTORS, as owner of the subject immovable property, for GRANTEE's exercise of the rights granted it hereunder.

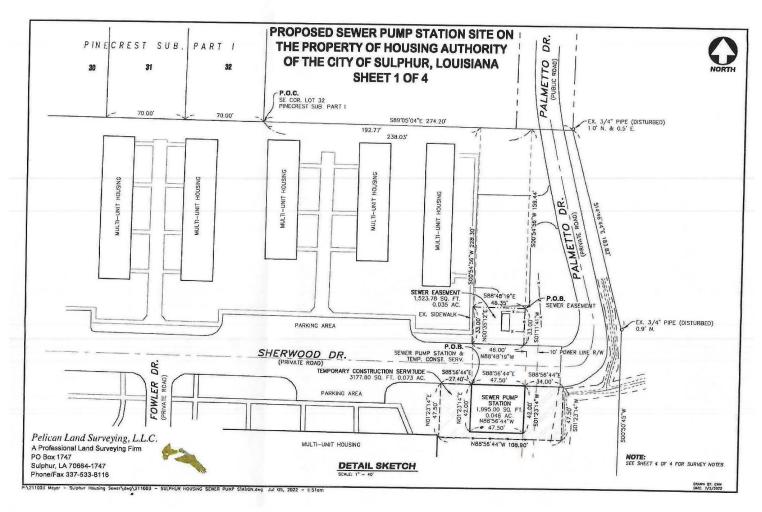
GRANTORS warrant that they have the right and authority to grant these right of ways/servitudes and agree to indemnify and defend and hold harmless the City of Sulphur for any liability based on GRANTORS' breach of this warranty.

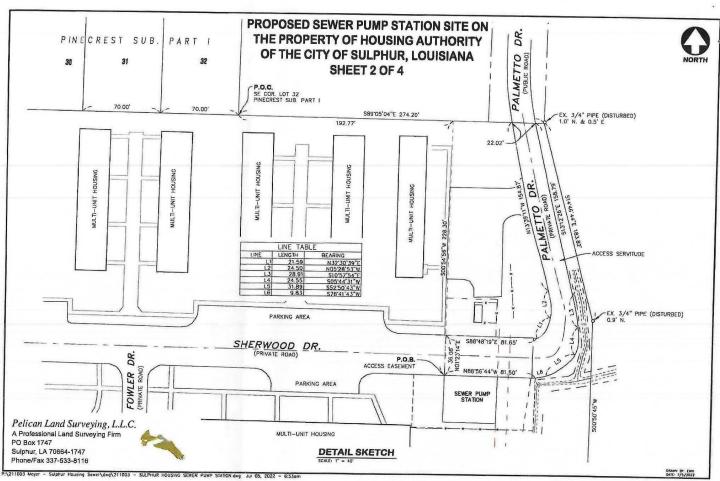
After construction of the new Sewer Pump Station and decommissioning and removal of the existing Sewer Pump Station on the existing Sewer Easement is completed, GRANTEE will, at its sole cost, restore the new Sewer Pump Station servitude area and the old Sewer Easement area and any improvements therein existing as of the

date hereof to the same condition, as much as practicable, as they were prior to GRANTEE's work and as to old Sewer Easement to the same condition as it was prior to the use by the City of Sulphur. Should it become necessary at a future time for GRANTEE to excavate the new Sewer Pump servitude area for repairs, maintenance, or improvements of their facilities, GRANTEE will, at its sole cost, restore the servitude area and any improvements therein then-existing (subject to the terms and conditions of the servitude) to the same condition, as much as practicable, as they were prior to GRANTEE's work. Additionally, after the new construction, decommissioning and removal is completed, the existing Sewer Easement/Servitude shall automatically be released and abandoned without further documentation in exchange for the new Sewer Pump Station servitude.

This agreement is in the nature of a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. The City of Sulphur agrees to remove all sewer improvements on the existing Sewer Easement and restore the property to good condition within six (6) months of completion of the new Sewer Pump Station.

| Thus done                 | and signed this                            | day of  |        |
|---------------------------|--|---|--------|
| WITNESSES:                |  | HOUSING AUTHORITY OF THE O<br>OF SULPHUR, LOUISIANA | CITY   |
| Printed Name:             |  | duly authorized                                     | _, its |
| Printed Name:             |  | =   |        |
| Thus done a 20 WITNESSES: | Printed Name: Notary No.:<br>My Commission | ARY PUBLIC  Expires:  day of  CITY OF SULPHUR       |        |
| Printed Name:             |  | BY: MAYOR MIKE DANAHAY                              |        |
| Printed Name:             | Printed Name:                              | ARY PUBLIC  Expires:                                |        |
|                           |  |   |        |





### PROPOSED SEWER PUMP STATION SITE ON THE PROPERTY OF HOUSING AUTHORITY OF THE CITY OF SULPHUR, LOUISIANA SHEET 3 OF 4

DESCRIPTION: SEWER PUMP STATION

That certain tract or parcel of land being a partien of a colled 13.997 ears tract of land sither now or formerly owned by the Hobiging Authority of the City of Subphur, Ludisine, bying in the Northwest Quarter (NW/4) of Section Thirty-five (53), Township Nine (9) South, Range Ian (10) West, Colocieve Perish, Cubisiona, being more particularly described as follows:

Commencing at the Southeast corner of Lot Thirty—two (32) of the Pincerest Subdivision, Part 1, a subdivision as per plot recorded in Plot Book 8, at Page 155, Records of Colcasieu Parish, Louisiana;

Thence South 89° 05′ 04° East, along on Easterly projection of the South line of Lots Twenty—seven (27) through Thirty—two (32), of said Pinecrest Subdivision, Part 1, and the North line of said Housing Authority of the City of Sulphur, Louisiana tract, for a distance of 192,77 feet;

Thence South 00° 54° 56" West, for a distance of 228,30 feet to a point on the South back of curb of Sherwood Drive, being a private road through said Housing Authority of the City of Sulphur, Louisiana tract, the Point of Beginning of herein described tract;

Thence South 88' 56' 44" East, clong sold South back of curb, for a distance of 47.50 feet to a point on the West line of an existing 10.0 foot wide power line servitude as per grant of servitude recorded in Conveyance Book 1103, at Page 550, bearing Clerk's File Number 1161706;

Thence South 01° 23' 14" West, along sold West line of the 10.0 foot wide power line servitude, for a distance of 42.00 feet;

Thence North 88' 56' 44" West, for a distance of 47.50 feet;

Thence North 01' 23' 14" East, for a distance of 42.00 feet to the Point of Beginning.

Herein described tract containing 1,995.00 square feet or 0.045 acres, more or less, subject to any easements, servitudes, or rights—of—way of record or by use.

### TEMPORARY CONSTRUCTION SERVITUDE

That certain tract or parcel of land being a partien of a called 13.997 acre tract of land either now or farmerly owned by the Housing Authority of the City of Sulphur, Lauisiana, Iying in the Northwest Quarter (KW/4) of Section Thirty-live (35), Township Nine (9) South, Range Ten (10) West, Calcosieu Parish, Lauisiana, being mare particularly described as follows:

Commencing at the Southeast corner of Lot Thirty—two (32) of the Pinecrest Subdivision, Part 1, a subdivision as per plat recorded in Plot Book 8, at Page 155, Records of Calcasieu Parish, Louisiana;

Thence South 89° 05' 04" East, clong an Easterly projection of the South line of Lots Twenty-seven (27) Intrough Thirty-two (32), of said Pinecrest Subdivision, Part 1, and the North line of said Housing Authority of the City of Sulphru, Coulsiane tract, for a distance of 192.77 feet;

Thence South 00° 54° 56" West, for a distance of 228.30 feet to a point on the South book of curb of Sherwood Drive, being a private road through sold Housing Authority of the City of Sulphur, Louisiona tract, the Point of Beginning of herein described tract;

Thence South 01' 23' 14" West, for a distance of 42 00 feet-

Thence North 01° 23' 14" East, for a distance of 42.00 feet to a point on the aforesaid South back of curb of Sherwood Drive;

Thence South 88' 56' 44" East, for a distance of 34 00 feet;

Thence South 88° 56' 44" East, for a distance of 47.50 feet;

Thence South 01° 23' 14" West, for a distance of 47.50 feet;

Thence North 88' 56' 44" West, for a distance of 108.90 feet;

Thence North 01° 23' 14" East, for a distance of 47.50 feet to a point on the aforesold South back of curb of Sherwood Drive:

Thence South 88' 56' 44" East, along said South back of curb, for a distance of 27.40 feet to the Point of Beginning

Herein described tract containing 3,177.80 square feet or 0.073 acres, more or less.

### SEWER EASEMENT

That certain tract or percei of land being a portion of a colled 13.997 acre tract of land either now or formerly owned by the Housing Authority of the City of Sulphur, Louisiana, lying in the Northwest Quarter (kW/4) of Section hirty-time (53), Township Nine (9) South, Range Ten (10) West, Calcaskeu Parish, Louisiana, being mare particularly described as follows:

Commencing ot the Southeast corner of Lat Thirty—two (32) of the Pinecrest Subdivision, Part 1, a subdivision as per plat recorded in Plat Book 8, at Page 155, Records of Calcasieu Parish, Louisiana;

Thence South 89' 05' 04" East, along an Easterly projection of the South line of Lots Twenty—seven (27) through Thirty—two (32), of said Pinecrest Subdivision, Part 1, and the North line of said Housing Authority of the City of Sulphur, Louisiana tract, for a distance of 238.03 feet;

Thence South 00' 54' 56" West, for a distance of 159.44 feet, the Point of Beginning of herein described tract;

Thence South 01° 11° 41° West, for a distance of 33.00 feet to a point on the North back of curb of Sherwood Drive, being a private road through said Housing Authority of the City of Sulphur, Louisiana

Thence North 68' 46' 19" West, along said North back of curb of Sherwood Drive, for a distance of 46.00 feet to the intersection with a Southerly projection of the East side of an existing sidewalk;

Thence North 00' 35' 12" East, along said Southerly projection and said East side of the existing sidewalk, for a distance of 33.00 feet:

Thence South 88' 48' 19" East, for a distance of 46.35 feet to the Point of Beginning. Herein described tract containing 1,523.78 square feet or 0.035 acres, more or

Pelican Land Surveying, L.L.C. A Professional Land Surveying Firm PO Box 1747

PO Box 1747 Sulphur, LA 70664-1747 Phone/Fax 337-533-8116

mer/dwg/211003 - SULPHUR HOUSING SEWER PUMP STATION.dwg Jul 05, 2022

### PROPOSED SEWER PUMP STATION SITE ON THE PROPERTY OF HOUSING AUTHORITY OF THE CITY OF SULPHUR, LOUISIANA SHEET 4 OF 4

### ACCESS SERVITUDE

That certain tract or parcel of land being a portion of a called 13.997 acre tract of land either now or formerly owned by the Housing Authority of the City of Sulphur, Louisiana, lying in the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Nine (9) South, Range Ten (10) West, Colcasieu Parish, Louisiana, being more particularly described as follows:

Commencing at the Southeast corner of Lot Thirty—two (32) of the Pinecrest Subdivision, Part 1, a subdivision as per plat recorded in Plat Book 8, at Page 155, Records of Calcasieu Parish, Louisiana;

Thence South 89' 05' 04" East, along an Easterly projection of the South line of Lots Twenty—seven (27) through Thirty-Hou (32), of sold Pinecrest Subdivision, Part 1, and the North line of sold Housing Authority of the City of Sulphur, Louisiano tract, for a distance of 192.77 feet;

Thence South 00° 54° 56" West, for a distance of 228,30 feet to a point on the South back of curb of Sherwood Drive, being a private road through said Housing Authority of the City of Sulphur, Louisiana tract, the Point of Beginning of herein described tract;

Thence North 01° 23′ 14″ East, for a distance of 36.08 feet to a point on the North back of curb of Sherwood Orive:

Thence South 88' 48' 19" East, along said North back of curb of Sherwood Drive and on Easterly projection thereof, For a distance of 81.55 feet to a point on the West edge of the asphalt powernet or Ppimetto Drive, being a private road through said Housing Authority of the City of Sulphur, Louisiana

Thence following said West edge of the asphalt of Palmetto Drive in a general direction of North 32° 30' 33° East, for a distance of 21.59 feet;

Thence following said West edge of the asphalt of Palmetto Drive in a general direction of North  $05^{\circ}$  28' 53" West, for a distance of 24.50 feet;

Thence following soid West edge of the asphalt of Palmetto Drive in a general direction of North 13' 33' 11' West, for a distance of 154.87 feet to a point on the North line of the aforesaid Housing Authority of the City of Sulphur, Lousigna tract;

Thence South 89° 05° 04° East, along sold North line of the Housing Authority of the City of Sulphur, Louisiana tract, for a distance of 22.02 feet to a point on the East edge of asphalt of Palmetto Drive;

Thence following said East edge of the aspholt of Polmetto Drive in a general direction of South 13" 12' 26" East, for a distance of 158.79 feet;

Thence following said East edge of the asphalt of Palmetto Drive in a general direction of South 10 $^{\circ}$  57 $^{\circ}$  East, for a distance of 28.91 feet;

Thence following said East edge of the asphalt of Palmetto Drive in a general direction of South 05° 44° 31" West, for a distance of 24.55 feet; Thence following said East edge of the asphalt of Palmetto Drive in a general direction of South  $52^{\circ}$  50 $^{\circ}$  43 $^{\circ}$  West, for a distance of 31.89 feet;

Thence following sold East edge of the asphalt of Polmetto Drive in a general direction of South 78° 41' 43" West, for a distance of 9.83 feet to the intersection with an Easterly projection of the aforesaid South back of curb of Sherwood Drive;

Thence North 88° 56' 44" West, along said Easterly projection and said South back of curb of Sherwood Drive, for a distance of 81,50 feet to the Point of Beginning.

NOTE:
1) BEARING SHOWN HEREON ARE CRID BEARINGS ON THE LOUISIAMA STATE
PLANE COORDINATE SYSTEM AND ARE REFERENCED TO C4G CORS
STATION "MONEESE", NADB3—2011, NAVDBB
2) TILE RESEARCH INFORMATION WAS NOT FURNISHED TO OR COMDUCTED
BY THE SURVEYOR DURING THE PERFORMANCE OF THE SURVEY OR FOR
THE SURVEYOR DURING THE PERFORMANCE OF THE SURVEY OR FOR
STRETERING HAMBY SURFACE FOR THIS SURVEY.
A) POLY OF PINECESEST SUBDIVISION — PART 1, RECORDED IN
CONTRACTOR OF THE SURVEY.
A) POLY FOR THE SURVEY OF THE SURVEY O B) PLAT OF SURVEY FOR SULPHUR HOUSING CORPORATION, PREPARED BY PHILIP L WHITAKER PLS.



Pelican Land Surveying, L.L.C. A Professional Land Surveying Firm PO Box 1747 Sulphur, LA 70664-1747 Phone/Fax 337-533-8116

# ORDINANCE NO. , M-C SERIES

# ORDINANCE AUTHORIZING MAYOR MIKE DANAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH CALCASIEU PARISH POLICE JURY FOR SARA STREET BRIDGE REPLACEMENT

WHEREAS, the City's reimbursement to the Parish is fifty percent (50%) of the total construction cost within thirty (30) days of receipt of an invoice from the Parish with a not to exceed amount of four hundred thousand dollars (\$400,000).

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Mike Danahay to sign a Cooperative Endeavor Agreement with Calcasieu Parish Police Jury for Sara Street Bridge Replacement.

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

|   | APPROVED AND ADOPTED by City Council of the City of Sulphur, Louisiana, on this day of, 2023. |
|---|---|
|   | MANDY THOMAS, Chairman  |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of              |
| day of, 2023, at o'clockm.  | 2023, the foregoing ordinance which has approved/vetoed by the Mayor.                         |
| ARLENE BLANCHARD, Clerk   | ARLENE BLANCHARD, Clerk   |

# COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CALCASIEU PARISH POLICE JURY AND THE CITY OF SULPHUR

STATE OF LOUISIANA PARISH OF CALCASIEU

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the CALCASIEU PARISH POLICE JURY, hereinafter referred to as "PARISH," a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Tony Stelly, and the CITY OF SULPHUR, hereinafter referred to as "CITY," a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Mike Danahay.

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual:"

WHEREAS, the CITY has a legal obligation of to provide and maintain public infrastructure for the benefit of the citizens of the CITY;

WHEREAS, the PARISH has the authority under Louisiana Revised Statute 33:1236 to provide maintain public infrastructure for the benefit of the citizens of the PARISH;

WHEREAS, the PARISH and the CITY consider the public benefit of replacing the Sara Street Bridge within Ward Four of Calcasieu Parish, hereinafter referred to as the "PROJECT," to be proportionate to the costs associated with this activity.

NOW THEREFORE, the PARISH and the CITY do mutually agree to the following terms and conditions of this agreement:

### 1. Scope of Agreement

The PROJECT location is identified in the map attached hereto as Exhibit A. The PARISH and the CITY hereby agree that the PARISH will bear responsibility for the overall administration and management of the PROJECT in accordance with the plans and specifications of the construction contract, including engineering, inspection, utility coordination and approval of invoices.

Page 1 of 7

# 2. Term of Agreement

The initial term of this agreement shall commence upon execution of this agreement and shall continue until the completion of the project listed in the Scope of Work and all payments have been made.

### 3. Payment Terms

Under this agreement, the CITY agrees to reimburse the PARISH fifty percent (50%) of the total actual construction cost within thirty (30) days of receipt of an invoice from the PARISH with a not to exceed amount of four hundred thousand dollars (\$400,000). The cost share is based on the PROJECT's roadway being located adjacent to but not in the CITY limits. The total construction cost for the Project is currently estimated to be one million dollars (\$1,000,000). Actual reimbursement payment shall be based on actual cost incurred, calculated using the bid unit prices of the PROJECT. Reimbursement from the CITY shall not exceed four hundred thousand dollars (\$400,000) without prior mutual approval of an amendment to this agreement. The PARISH will invoice the CITY after the project is accepted as substantially complete by the Police Jury. The PARISH invoice will include supporting documentation for all construction payments made to the to the PROJECT Contractor by the PARISH.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

# 4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

# 5. Records and Audits

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years from the final contractual payment under this agreement. It is also agreed that all records shall be made available to either party at no additional charge for such information. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

Act 290 of the 2011 Legislative Session requires that a governmental entity that provides funding to a quasi-public agency or body shall notify each such quasi-public agency or body of the requirement to provide the Legislative Auditor with the name of the individual responsible for filing annual financial reports with the Legislative Auditor. The quasi-public agency or body shall notify the Legislative Auditor of the name and address of the person so designated.

# 6. Liability, Indemnity and Insurance

This agreement is intended for the benefit of the PARISH and the CITY and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CITY are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The PARISH will indemnify, defend, and hold harmless the CITY, including the CITY's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. The CITY will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CITY, its employees or agents in carrying out the CITY's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

# 7. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the PARISH and the CITY both reserve the right to terminate this agreement at any time upon thirty day advance written notice of termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

In addition, the terminating party shall be responsible for their share of actual costs for project activity completed prior to the termination event.

# 8. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any attached documents, and any referenced documents represent the entire agreement between the PARISH and the CITY and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

# 9. No Authorship Presumptions

The PARISH and the CITY have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CITY hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

[The remainder of this page is intentionally left blank.]

Page 4 of 7

# 10. Address of Notices and Communications

All notices between the PARISH and the CITY provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Bryan C. Beam, Administrator Calcasieu Parish Police Jury P.O. Box 1583 Lake Charles, Louisiana 70602

The name and address of the CITY's representative is:

Mr. Mike Danahay, Mayor City of Sulphur 101 N. Huntington Street Sulphur, Louisiana 70663

In the event that the mailing address of the PARISH or the CITY changes during the terms of this agreement, or that there is a change in the designated points of contact, the party with the address change or change of contact shall immediately notify the other party of the change.

[The remainder of this page is intentionally left blank.]

| Louisiana, and in the pres<br>reading of the whole. | NED on the day of 2022, in Lake Charles, sence of the undersigned witnesses and Notary Public, after a due |
|---|--|
| WITNESSES:  | CALCASIEU PARISH POLICE JURY:  |
| Witness Signature                                   | BY: TONY STELLY, PRESIDENT   |
| Printed Witness Name                                |  |
|   |  |
| Witness Signature                                   |  |
| Printed Witness Name                                |  |
|   | Nomination   |
|   | NOTARY PUBLIC  |
|   | Notary Printed/Stamped Name and Identification Number  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   |  |
|   | Page 6 of 7  |

| THUS DONE AND SIGN<br>Louisiana, and in the present<br>reading of the whole. | NED on the day of 2022, in Sulphur, nce of the undersigned witnesses and Notary Public, after a due |
|--|---|
| WITNESSES:   | CITY OF SULPHUR:  |
|  | BY:   |
| Witness Signature  | MIKE DANAHAY, MAYOR   |
| Printed Witness Name   |   |
| Witness Signature  |   |
| Printed Witness Name   |   |
|  | NOTARY PUBLIC   |
|  | Notary Printed/Stamped Name and Identification Number   |
|  | Page 7 of 7   |



## ORDINANCE NO. , M-C SERIES

ORDINANCE AUTHORIZING MAYOR DANAHAY TO SIGN COOPERATIVE ENDEAVOR AGREEMENT WITH STATE OF LOUISIANA TO BORE 120 FEET OF 12-INCH WATER MAIN UNDER MAIN DRAINAGE LATERAL AT LOUIS ALLEMEN ROAD.

WHEREAS, the State of Louisiana has allocated One Hundred Ninety-Eight Thousand, Five Hundred Thirty-Five & 13/100 (\$198,535.13) for public purpose described as: Repair and extend life of leaking 12-inch water main that is routed below a main drainage lateral; To increase reliability of distributing clean water to homes and businesses; To mitigate the risk of damage to bridge revetment and foundation.

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby authorize Mayor Danahay to sign Cooperative Endeavor Agreement with the State of Louisiana to bore 120 feet of 12-inch water main under main drainage lateral at Louis Alleman Road.

BE IT FURTHEREST ORDAINED that this Ordinance shall become effective upon the Mayor's approval, or upon proper re-adoption by the Council pursuant to Section 2-13(C) of the Home Rule Charter of the City of Sulphur.

|   | APPROVED AND ADOPTED by City Council of the City of Sulphur, Louisiana, on this day of, 2023. |
|---|---|
|   | MANDY THOMAS, Chairman  |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of              |
| day of, 2023, at o'clockm.  | 2023, the foregoing ordinance which has approved/vetoed by the Mayor.                         |
| ARLENE BLANCHARD, Clerk   | ARLENE BLANCHARD, Clerk   |

### STATE OF LOUISIANA

# COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as "State" and/or "Agency" and City of Sulphur officially domiciled at 101 N. Huntington St. Sulphur, LA 70663, hereinafter referred to as "Contracting Party".

### **ARTICLE I**

### WITNESSETH:

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and
- 1.2 WHEREAS, Act 170 of 2022 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 170 contains a line item appropriation within the Agency's budget for the benefit of City of Sulphur of which the sum of **ONE HUNDRED NINETY-EIGHT THOUSAND, FIVE HUNDRED THIRTY-FIVE & 13/100** (\$198,535.13) **DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;
- 1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;
- 1.4 WHEREAS, the public purpose is described as: Repair and extend life of leaking 12-inch water main that is routed below a main drainage lateral; To increase reliability of distributing clean water to homes and businesses; To mitigate the risk of damage to bridge revetment and foundation;
- 1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 170 of 2022 Regular Legislative Session, if applicable and the Governor's Executive Order JBE 2016 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as "Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### ARTICLE II SCOPE OF SERVICES

- 2.1 The Contracting Party shall: Mitigate risk of damage to bridge revetment/foundation and increase reliability of the distribution system.
- 2.2 Deliverables: Bore new 12-inch water main below main drainage lateral.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report** and **Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

- 2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of ONE HUNDRED NINETY-EIGHT THOUSAND, FIVE HUNDRED THIRTY-FIVE & 13/100 (\$198,535.13) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 Staffing Chart** and **Attachment B Page 3 Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.
- Disclosure and Certification Statement(s): Attachment E Disclosure and Certification 2.4 Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this Attachment E, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in Attachment B Page 3 and any attachments thereto, Attachment E-1 - Disclosure and Certification Statement to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will

be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines "immediate family" as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1101 et seq.

# ARTICLE III CONTRACT MONITOR

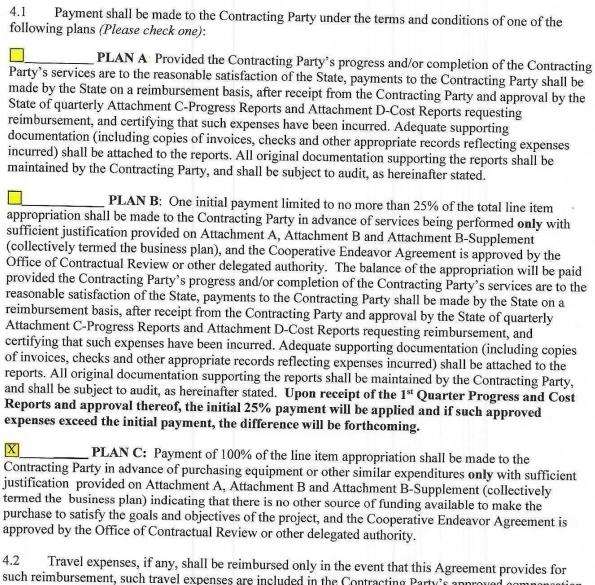
- **3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.
- 3.2 Monitoring Plan: During the term of this Agreement, the Contracting Party shall discuss with the State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party's Plan to ensure the Contracting Party's compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party's written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

- Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
- 2. Contact the Contracting Party to secure any missing deliverables;
- 3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party's site in order to review the progress and completion of the Contracting Party's services, to assure that performance goals are being achieved, and to verify information when needed.
- 4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency's fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party's disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

# ARTICLE IV PAYMENT TERMS



- 4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.
- 4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2022 and June 30, 2023, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2023, MUST, under all circumstances, be received by the Agency no later than July 15, 2023, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 170 of 2022 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2023.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number 72-6001361.

# ARTICLE V TERMINATION FOR CAUSE

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### ARTICLE VI TERMINATION FOR CONVENIENCE

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### ARTICLE VII OWNERSHIP

All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

# ARTICLE VIII ASSIGNMENT

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## ARTICLE IX FINANCIAL DISCLOSURE

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

# ARTICLE X AUDITOR'S CLAUSE

- 10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.
- 10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

# ARTICLE XI AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority prior to the alteration, variation, modification or waiver of any provision of this Agreement. This agreement may not be amended after the expiration date.

# ARTICLE XII FISCAL FUNDING CLAUSE

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

# ARTICLE XIII TERM OF CONTRACT

13.1 This Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2023. There is no extension of the June 30, 2023 deadline without legislative action and approval.

# ARTICLE XIV <u>DISCRIMINATION CLAUSE</u>

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

| THUS DONE AND SIGNED AT Baton | Rouge, Louisiana on theday of, 20             |
|-------------------------------|---|
| WITNESSES:                    | DEPARTMENT OF THE TREASURY STATE OF LOUISIANA |
|                               | Agency Head or designee                       |
|                               | Print Name and Title                          |
| THUS DONE AND SIGNED AT,      | Louisiana on the day, of, 20                  |
| WITNESSES:                    | Contracting Party                             |
|                               | Authorized Person                             |
|                               | Print Name and Title                          |

| ATTACHMENT A - PLAN Act 170 of 2022 Regular Legislative Session Schedule 20  | NAME OF CONTRACTING PARTY:<br>City of Sulphur   |
|--|---|
|  | NAME AND BRIEF NARRATIVE OF PROGRAM:<br>Major repair/replacement of existing 12-inch water main   |
| Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program: Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date. | Measures (Duplicate pages as needed for each goal identified). What are the or this program. Indicate the expected outcomes/results for each goal. Explain how chieve expected outcomes, the person(s) responsible for implementing the activity, and |
| he intended broad, long-term results. Goals are  | clear statements of the general end purposes toward which efforts are directed.)  |
| To increase service quality of water and extend life of water distribution system  |   |
| <ul> <li>2. Program Objective(s) (Objectives are intermediate outcomes-specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. The program objective must include a percentage, a specific dollar amount or a number).</li> <li>1. Bore 120 feet of 12-inch water main under concrete lined drainage lateral (\$198,535.13) by June 30, 2023</li> </ul>  | ds accomplishing the goal, that identify the expected outcomes and results. <b>The</b> ) by June 30, 2023   |
| 3. Relevant Activity (Activities) (An activity is a distinct subset of functions or services within a program to meet the Program Objective.)  | rogram to meet the Program Objective.)  |
| Acquire materials, bore new 12-inch water main, make necessary tie-ins to existing system and service connections  | and service connections   |
|  |   |
| 4. Performance Measure(s) (Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. A Performance Measure must be designated as a percentage, a specific dollar amount or a number).  1. Number of water mains replaced   | stomers served. Specific quantifiable measures of progress, results actually achieved remage, a specific dollar amount or a number).  |

# **ATTACHMENT B**

Page 1

# **Project Budget (2022-2023)**

Act 170 of 2022 Regular Legislative Session

Schedule 20

## City of Sulphur

| Anticipated Income or Revenue               |                        |                                |
|---|------------------------|--------------------------------|
| Sources (list all sources of revenue)       |                        | Amounts                        |
| 1. ACT 170 Appropriation                    |                        |                                |
| 2.  |                        | \$ 198,535.13                  |
| 3.  |                        |                                |
| Total all sources                           |                        |                                |
| Total an sources                            |                        | 5 198,535.13                   |
| Anticipated Expenses                        |                        |                                |
| Expense Categories                          | Total Amount           | Amount Line Item Appropriation |
|   | (see Footnote 1 below) | (see Footnote 2 below)         |
| Gross Salaries(See Attachment B, Page 2)    | \$                     | \$                             |
| Related Benefits (Employer share)           | \$                     | \$                             |
| Travel                                      | \$                     | \$                             |
| Operating Services:                         |                        | Ψ                              |
| Advertising                                 | \$                     | \$                             |
| Printing                                    | \$                     | \$                             |
| Insurance                                   | \$                     | \$                             |
| Maintenance of Equipment                    | \$                     | \$                             |
| Maintenance of Office and Grounds           | \$                     | \$                             |
| Rentals                                     | \$                     | \$                             |
| Software licensing                          | \$                     | \$                             |
| Dues and Subscriptions                      | \$                     | \$                             |
| Telephones and Internet Service             | \$                     | \$                             |
| Postage                                     | \$                     | \$                             |
| Utilities                                   | \$                     | \$                             |
| Other                                       | \$                     | \$                             |
| Office Supplies                             | \$                     | \$                             |
| <b>Professional &amp; Contract Services</b> | \$ 198,535.13          | \$ 198,535.13                  |
| (See Attachment B, Page 3)                  |                        | Ψ 1/0,333.13                   |
| Other Charges (See Attachment B, Page 4)    | \$                     | \$                             |
| Acquisitions & Major Repairs                | \$                     | \$<br>\$                       |

(Budget categories listed above reflect a typical budget and may be adjusted by the recipient with prior agency approval to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B). All numbers must be rounded to the nearest dollar.

\$ 198,535.13

\$ 198,535.13

**Total Use of the Appropriation** 

Footnote (1) This column represents expenditures by category and <u>MUST</u> equal total sources listed above. Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

ATTACHMENT B
Page 2
Staffing Chart
Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

| Name | Title | Total Annual<br>Salary<br>Amount | Total Salary Paid by Appropriation Amount Percentage | y Appropriation Percentage | Related<br>Benefits | Full time or Part Time |
|------|-------|----------------------------------|--|----------------------------|---------------------|------------------------|
| N/A  |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |
|      |       |                                  |  |                            |                     |                        |

Totals

# ATTACHMENT B

Page 3
Schedule of Professional and Other Contract Services
Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

| Total Paid by<br>Appropriation                          | \$198,535.13                                       |  |  |  |  |
|---|--|--|--|--|--|
| Total Contract<br>Amount                                | \$198,535.13                                       |  |  |  |  |
| Nature of Work Performed and Justification for Services | 12-inch water main repair at Louis<br>Alleman Road |  |  |  |  |
| Name and Address of Individual<br>and/or Firm           | MPB Construction, LLC                              |  |  |  |  |

\$ \$198,535.13

\$ 198,535.13

Totals

# ATTACHMENT B

Page 4
Schedule of Other Charges
Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

| List dollar Amount for each use  |       |  |  |  |
|--|-------|--|--|--|
| Provide a description of the intended use of the funds listed in Other Charges and the dollar amount.  Each use should be listed separately.  Do not budget funds in Other Charges that can be placed in another expenditure category. | 1.N/A |  |  | Total – Should agree with Attachment B, Page 1 |

# ATTACHMENT B-SUPPLEMENT

# **Business Plan**

Narrative Justification for Plan B or Plan C Act 170 of 2022 Regular Legislative Session

Schedule 20

# City of Sulphur

There is no other source of funding available to make the purchase to satisfy the goals and objectives of the project so we are choosing plan C.

# ATTACHMENT C

Progress Report for the Period of

Schedule 20

(To be submitted quarterly showing progress achieved. Duplicate pages as needed.) Act 170 of 2022 Regular Legislative Session

to 9/30/2022

Name of Contracting Party: \_City of Sulphur\_

Contact Name: Lacie Bonin

Telephone: (337)527-4505 Fax:(337)527-4529

To increase service quality of water and extend life of water distribution system.

Objective(s):

1. Bore 120 feet of 12-inch water main under concrete lined drainage lateral (\$198,535.13) by June 30, 2023

Acquire materials, bore new 12-inch water main, make necessary tie-ins to existing system and service connections Activity(Activities) Performed:

1. Number of water mains replaced Performance Measure(s):

%, \$ amt. or number complete

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

Signature of Authorized Person

Print Name and Title

Date

## ATTACHMENT D

to 9/30/22 Cost Report for the Period of 7/1/22

(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)

Act 170 of 2022 Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Balance Remaining 80 Total Cumulative Year to Date Expenditures 0 \$ Quarterly Expenditures 0 \$ Amount of Line Item Appropriation from Attachment B Page 1 \$ 198,535.13 198,535.13 Maintenance of Office and Grounds Telephones and Internet Service Related Benefits (employer share Expense Category Maintenance of Equipment Acquisitions & Major Repairs **Dues and Subscriptions** Software licensing Professional Services Operating Services: Advertising **Gross Salaries** Insurance Office Supplies Other Charges Printing Postage Rentals Utilities Other Travel Totals

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report. authorized representative of the organization.

| l Person                |
|-------------------------|
| Signature of Authorized |
|                         |

|   | Date    |
|---|---------|
|   |         |
|   |         |
|   |         |
|   | I Title |
|   | ne and  |
|   | Van     |
| 1 |         |

# ATTACHMENT D-1

to 9/30/22 Cost Report for the Period of 7/1/22 to Act 170 of 2022Regular Legislative Session

Schedule 20

Name of Contracting Party: City of Sulphur

Name of Program: Major Repair/Replacement of existing 12-inch water main

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

| Nome of                |   | Service of the servic | of the definition D.                                 |                      |
|------------------------|---|--|--|----------------------|
| Sub-contractor         | Amount of Line Item Appropriation from Attachment B | Quarterly Expenditures to be paid by the State   | Total Cumulative Year to Date Expenditures including | Balance<br>Remaining |
| Professional Services: |   | (mass equal myorces etc.)  | uns quarter's expenditures                           |                      |
| MPB Construction, LLC  | \$198,535.13  |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
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|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        |   |  |  |                      |
|                        | \$198,535.13  | 59   | 8  | 8                    |
| Totals                 | \$198,535.13  | <b>∞</b>   |  | 89                   |

NOTE: An Attachment E-1must be submitted for any sub-contractor listed on this attachment.

I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.

|                                | Date                 |
|--------------------------------|----------------------|
| Signature of Authorized Person | Print Name and Title |

17

#### ATTACHMENT E Disclosure and Certification Statement Act 170 of 2022 Regular Legislative Session

Schedule 20

| Contracting Party Name: City of Sulphur  |
|--|
| Contractor's Mailing Address: P.O. Box 1309 Sulphur, LA 70664  |
| Name of Program: Major Repair/Replacement of existing 12-inch water main   |
| Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Municipality  |
| Private entities required to register with the Secretary of State's office must be in good standing with that office.  |
| Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:   |
| Mayor - Mike Danahay P.O. Box 1309 Sulphur, LA 70664   |
| Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:   |
| Public Works Director – Austin Abrahams P.O. Box 1309 Sulphur, LA 70664  |
| List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything economic value received and the position held within the organization. Identify the official and the public position held. |
| ☐ I hereby certify that this organization has no outstanding audit issues or findings.   |
| I hereby certify that this organization has outstanding audit issues or findings and is currently working with the stat to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)  |
| Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)   |
| I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.  |
|  |
| Signature of Authorized Person   |
| Print Name and Title Date  |
|  |

## ATTACHMENT E-1 Disclosure and Certification Statement Act 170 of 2022 Regular Legislative Session

Schedule 20

| Contracting Party Name: City of Sulphur  |
|--|
| Name of Program: Major Repair/Replacement of existing 12-inch water main   |
| Sub-Contractor's Name: MPB Construction, LLC   |
| Sub-Contractor's Mailing Address:  |
| Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Corporation   |
| Private entities required to register with the Secretary of State's office must be in good standing with that office.  |
| Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:   |
| Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:   |
| List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything economic value received and the position held within the organization. Identify the official and the public position held. |
| ☐ I hereby certify that this organization has no outstanding audit issues or findings.   |
| I hereby certify that this organization has outstanding audit issues or findings and is currently working with the stat to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)  |
| I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.  |
| Signature of Subcontractor (Authorized person)   |
| Print Name and Title Date  |

EXPENSES TIPS DESCRIPTION COS OTHER Schedule 20 69 TOLLS PARK. AND 4 MEALS COST <del>()</del> NO. MILES SUBSISTENCE LODGING Name of Employee: TRAV. DEPART ARRIVE ODOMETER READING "Attachment F" Travel Expense Reimbursement Report Act 170 of 2022 Regular Legislative Session SHOW ALL POINTS VISITED TERRITORY TRAVELED TOTALS ARR. HOUR DEP. DATE

Signature of Authorized Person

(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips,)

S

Date Print Name and Title

#### ORDINANCE NO. , M-C SERIES

AN ORDINANCE DECLARING CERTAIN SURPLUS MOVABLE PROPERTY OF THE CITY OF SULPHUR AND PROVIDING FOR THE DISPOSAL THEREOF (I.T. AND FIRE EQUIPMENT)

BE IT ORDAINED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, and in accordance with LA. R.S. 33:4712, that the following described surplus movable property of the City of Sulphur, not needed for public purposes, after having been duly advertised be declared surplus:

#### **Information Systems**

| CATEG  |     |   | MOD   |                  |         | YEA | DA  | VAL    |            |
|--------|-----|---|-------|------------------|---------|-----|-----|--------|------------|
| ORY    | QTY | DESCRIPTION                             | EL#   | SERIAL#          | REASON  | R   | TE  | UE     | NOTES      |
| İ      |     | VERIZON                                 |       |                  |         |     |     |        |            |
| MOBIL  |     | JETPACK MIFI                            |       | IMEI-            | MECHA   | YR2 | 01/ |        |            |
| E-MIFI |     | 6620L (SIM                              | MIFI6 | 990003326846     | NICAL   | 021 | 10/ | \$     | PD-        |
|        | 1   | REMOVED)                                | 620L  | 488              | FAILURE | -22 | 21  | -      | CFAIRCHILD |
| LAPTO  |     |   |       |                  |         |     |     |        |            |
| Р      |     |   | PA15  |                  | MECHA   | YR2 | 01/ |        |            |
| CHAR   |     | LIND-PA1555-                            | 55-   |                  | NICAL   | 021 | 27/ | \$     |            |
| GER    | 1   | 655                                     | 655   | SN0442           | FAILURE | -22 | 21  | -      |            |
| LAPTO  |     |   |       |                  |         |     |     |        |            |
| Р      |     |   | PA15  |                  | MECHA   | YR2 | 01/ |        |            |
| CHAR   |     | LIND-PA1580-                            | 80-   |                  | NICAL   | 021 | 27/ | \$     |            |
| GER    | 1   | 1745                                    | 1745  | SN2104           | FAILURE | -22 | 21  | -      |            |
| -<br>  |     |   |       |                  | MECHA   | YR2 | 10/ |        |            |
| PRINT  |     | HP-LASERJET-                            | CF14  |                  | NICAL   | 021 | 21/ | \$     |            |
| ER     | 1   | M276NW                                  | 5A    | CND8FBXH1C       | FAILURE | -22 | 21  | -      | FD-DC      |
|        |     |   | PXL2  |                  | MECHA   | YR2 | 11/ |        | CH-        |
| MONIT  |     | PLANAR-                                 | 271M  |                  | NICAL   | 021 | 03/ | \$     | BBROWNIN   |
| OR     | 1   | PXL2271MW                               | W     |                  | FAILURE | -22 | 21  | -      | G          |
| LAPTO  |     | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |       |                  |         |     |     |        |            |
| P      |     |   | PA15  |                  | MECHA   | YR2 | 11/ |        |            |
| CHAR   |     | LIND-PA1580-                            | 80-   |                  | NICAL   | 021 | 12/ | \$     | CH-        |
| GER    | 1   | 1745                                    | 1745  | SN-1149          | FAILURE | -22 | 21  | -      | LMCKELVY   |
| OLIN   |     | 1743                                    | 997-  | 3N 1143          | MECHA   | YR2 | 11/ |        | LIVICKLLVI |
| MONIT  |     | PLANAR-                                 | 6897- | PL545LT50149     | NICAL   | 021 | 12/ | \$     |            |
| OR     | 1   | PLL2210W                                | 00    | 2                | FAILURE | -22 | 21  | ب<br>- |            |
| OK     |     | FLLZZIOVV                               | 997-  |                  | MECHA   | YR2 | 11/ |        |            |
| MONIT  |     | PLANAR-                                 | 6897- | PL624LT50103     | NICAL   | 021 | 12/ | \$     |            |
| OR     | 1   | PLL2210W                                | 0097- |                  | FAILURE | -22 | 21  | Ş      |            |
| UK     | 1   | PLLZZIUW                                | 00    | 4                |         |     |     |        |            |
| NACNUT |     | CANACHINIC                              | D222  | VDI IDI IOI DOOF | MECHA   | YR2 | 12/ | ć      | CII        |
| MONIT  | 4   | SAMSUNG-                                | B223  | YDURH9LB805      | NICAL   | 021 | 03/ | \$     | CH-        |
| OR     | 1   | B2230                                   | 0     | 982V             | FAILURE | -22 | 21  | -      | TDUNMAN    |
|        |     |   |       | V5.15.161564     | MECHA   | YR2 | 12/ |        | 0          |
| MONIT  |     | SAMSUNG-                                | B223  | YDURH9LBC01      | NICAL   | 021 | 03/ | \$     | CH-        |
| OR     | 1   | B2230                                   | 0     | 880L             | FAILURE | -22 | 21  | -      | TDUNMAN    |
| İ      |     |   |       |                  | MECHA   | YR2 | 12/ |        |            |
| MONIT  |     | SAMSUNG-                                | PU22  | YDURHVJBB00      | NICAL   | 021 | 03/ | \$     | CH-        |
| OR     | 1   | PU22WS                                  | WS    | 762W             | FAILURE | -22 | 21  | -      | TDUNMAN    |
| 1      |     |   |       |                  |         | YR2 | 12/ |        |            |
| 1      |     |   | BE55  |                  | END OF  | 021 | 03/ | \$     |            |
| UPS    | 1   | APC-BE550G                              | 0G    | 4B0935P15063     | LIFE    | -22 | 21  | -      |            |
| 1      |     |   |       |                  |         | YR2 | 12/ |        |            |
| 1      |     |   | BE55  |                  | END OF  | 021 | 03/ | \$     |            |
| UPS    | 1   | APC-BE550G                              | 0G    | 4B1416P28717     | LIFE    | -22 | 21  | _      |            |

|         |   |              |        |                 |           | VD2 | 12/ |          |             |
|---------|---|--------------|--------|-----------------|-----------|-----|-----|----------|-------------|
|         |   |              | DEEE   |                 | END OF    | YR2 | 12/ | <b>.</b> |             |
|         |   |              | BE55   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | APC-BE550G   | 0G     | 4B1416P29034    | LIFE      | -22 | 21  | -        |             |
|         |   |              |        |                 |           | YR2 | 12/ |          |             |
|         |   |              | BE55   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE550G       | 0G     | 3B1052X42362    | LIFE      | -22 | 21  | -        |             |
|         |   |              |        |                 |           | YR2 | 12/ |          |             |
|         |   |              | BE55   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE550G       | 0G     | 4B1137P2F297    | LIFE      | -22 | 21  | _        |             |
|         |   |              |        |                 |           | YR2 | 12/ |          |             |
|         |   |              | BE65   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE650G       | 0G     | 3B1111X28246    | LIFE      | -22 | 21  | -        |             |
| 013     |   | DE030G       | - 00   | JDIIIINZUZ40    | LIIL      | YR2 | 12/ |          |             |
|         |   |              | DECE   |                 | END OF    |     |     | <b>,</b> |             |
|         |   | DECE 0.0     | BE65   | 2027471/04474   | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE650G       | 0G     | 3B0747X94171    | LIFE      | -22 | 21  | -        |             |
|         |   |              |        |                 |           | YR2 | 12/ |          |             |
|         |   |              | BE65   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE650G1      | 0G1    | 4B1234P17870    | LIFE      | -22 | 21  | -        |             |
|         |   |              |        |                 |           | YR2 | 12/ |          |             |
|         |   |              | BE65   |                 | END OF    | 021 | 03/ | \$       |             |
| UPS     | 1 | BE650G1      | 0G1    | 4B1232P50473    | LIFE      | -22 | 21  | -        |             |
| _       | - | <u> </u>     |        |                 | MECHA     | YR2 | 12/ |          |             |
| PRINT   |   | HP-LASERJET- | CF14   |                 | NICAL     | 021 | 06/ | \$       | PD-         |
|         | 1 |              |        | CNECCCCTO       | FAILURE   |     | 21  | -        | DISPATCH    |
| ER      | 1 | M276NW       | 5A     | CNF8GCCGT0      |           | -22 |     | -        | DISPATCH    |
|         |   |              |        |                 | MECHA     | YR2 | 12/ |          |             |
| MONIT   |   | PLANAR-      | PL22   | PL402LT60104    | NICAL     | 021 | 06/ | \$       |             |
| OR      | 1 | PLL2210W     | 10W    | 7               | FAILURE   | -22 | 21  | -        | PD-SQUAD    |
|         |   | VERIZON      |        |                 |           |     |     |          |             |
|         |   | JETPACK MIFI |        | IMEI-           | MECHA     | YR2 | 12/ |          |             |
| MOBIL   |   | 8800L (SIM   | MIFI8  | 990009313141    | NICAL     | 021 | 17/ | \$       | CH-         |
| E-MIFI  | 1 | REMOVED)     | 800L   | 452             | FAILURE   | -22 | 21  | _        | KHERARD     |
|         |   | ,,           | 997-   |                 | MECHA     | YR2 | 12/ |          |             |
| MONIT   |   | PLANAR-      | 7847-  | PL638LTS0041    | NICAL     | 021 | 17/ | \$       | CH-         |
| OR      | 1 | PXL2271MW    | 00     | 3               | FAILURE   | -22 |     | -        | SGRIFFITHS  |
| OIL     |   | VERIZON      | - 00   |                 | TAILUIL   | -22 |     |          | 301(1111113 |
|         |   |              |        | 18.451          | N 45 CLLA | VD2 | 42/ |          | CULAARC     |
|         |   | JETPACK MIFI |        | IMEI-           | MECHA     | YR2 | 12/ |          | CH-MBC-     |
| MOBIL   |   | 7730LL (SIM  | MIFI7  | 990006382276    | NICAL     | 021 | 21/ | \$       | SVANDERHE   |
| E-MIFI  | 1 | REMOVED)     | 730L   | 805             | FAILURE   | -22 | 21  | -        | Υ           |
| LAPTO   |   |              |        |                 |           |     |     |          |             |
| Р       |   |              | PA15   |                 | MECHA     | YR2 | 12/ |          |             |
| CHAR    |   | LIND-PA1580- | 80-    |                 | NICAL     | 021 | 21/ | \$       |             |
| GER     | 1 | 1745         | 1745   | SN-1428         | FAILURE   | -22 | 21  | -        |             |
|         |   |              | PXL2   |                 | MECHA     | YR2 | 12/ |          |             |
| MONIT   |   | PLANAR-      | 271M   | PL708LTS0040    | NICAL     | 021 | 28/ | \$       |             |
| OR      | 1 | PXL2271MW    | W      | 6               | FAILURE   | -22 | 21  | -        | PD-LCOATS   |
| LAPTO   | _ |              |        |                 |           |     |     |          |             |
| P       |   |              | PA15   |                 | MECHA     | YR2 | 02/ |          |             |
|         |   | LIND DATEE   |        |                 |           | 021 |     | ç        |             |
| CHAR    | 4 | LIND-PA1555- | 55-    | CNO4740         | NICAL     |     | 02/ | Ş        |             |
| GER     | 1 | 655          | 655    | SN04740         | FAILURE   | -22 | 22  | -        |             |
| MISC-   |   | LOGITECH-    |        |                 |           |     |     |          |             |
| EQUIP   |   | WIRELESS-    | 8200   |                 | MECHA     | YR2 | 02/ |          |             |
| MENT    |   | KEYBOARD-    | 0017   |                 | NICAL     | 021 | 07/ | \$       | CH-PROS-    |
| 1415141 | 1 | 820000176    | 6      | SC8441J         | FAILURE   | -22 | 22  | -        | DPRICE      |
|         |   |              | PXL2   |                 | MECHA     | YR2 | 02/ |          |             |
| MONIT   |   |              | 271M   | PL708LTS0041    | NICAL     | 021 | 07/ | \$       |             |
| OR      | 1 | PXL2271MW    | W      | 9               | FAILURE   | -22 | 22  | -        | FD-EASTSIDE |
|         |   |              |        |                 | MECHA     | YR2 | 02/ |          |             |
| PRINT   |   | HP-DESKJET-  | C815   |                 | NICAL     | 021 | 10/ | \$       | CH-MBC-     |
| ER      | 1 | 460          | 0A     | MY68N4Z1GN      | FAILURE   | -22 | 22  | ب<br>-   | KBERRY      |
| LIV     |   | 400          | UA     | IVI I UOIN4ZIUN |           |     |     |          | NDENNI      |
|         |   | B. A         | D: 0 = | DI 646: ======  | MECHA     | YR2 | 02/ |          |             |
| MONIT   |   | PLANAR-      | PL22   | PL619LT50011    | NICAL     | 021 | 11/ | \$       |             |
| OR      | 1 | PLL2210W     | 10W    | 8               | FAILURE   | -22 | 22  | -        | FD-EASTSIDE |
|         |   |              |        |                 |           |     |     |          |             |

|                              |   | VERIZON   |   |                         |                |                                 |                         |              |   |
|------------------------------|---|---|---|-------------------------|----------------|---------------------------------|-------------------------|--------------|---|
|                              |   | JETPACK MIFI  |   | IMEI-                   | MECHA          | YR2                             | 02/                     |              |   |
| MOBIL                        |   | 7730LL (SIM   | MIFI7   | 990006382280            | NICAL          | 021                             | 14/                     | \$           | CH-MBC-   |
| E-MIFI                       | 1 | REMOVED)  | 730L  | 708                     | FAILURE        | -22                             | 22                      | -            | JJONES  |
|                              |   |   |   |                         |                | YR2                             | 02/                     |              |   |
|                              |   |   | BE65  |                         | END OF         | 021                             | 18/                     | \$           |   |
| UPS                          | 1 | BE650G1   | 0G1   | 4B1337P08478            | LIFE           | -22                             | 22                      | -            |   |
| COPIE                        |   |   | OCE-  | 00.640000               | MECHA          | YR2                             | 02/                     |              | PD-NARC-  |
| R                            | 1 | COPIER-OCE-   | IM55  | CPL6177207-             | NICAL          | 021                             | 24/                     | \$           | OLDBUILDIN  |
| OFFICE                       | 1 | IM5530  | 30  | SN6120016               | FAILURE        | -22                             | 22                      | -            | G   |
| -                            |   |   |   |                         | MECHA          | YR2                             | 02/                     |              | PD-NARC-  |
| PHON                         |   | OFFICEPHONE-  |   |                         | NICAL          | 021                             | 24/                     | \$           | OLDBUILDIN  |
| E                            | 1 | ATT-MPE361  | NA  | NA                      | FAILURE        | -22                             | 22                      | -            | G   |
|                              |   |   |   |                         | MECHA          | YR2                             | 02/                     |              |   |
|                              |   |   | BE55  |                         | NICAL          | 021                             | 24/                     | \$           |   |
| UPS                          | 1 | BE550G  | 0G  | 4B1137P24978            | FAILURE        | -22                             | 22                      | -            |   |
|                              |   |   |   |                         | MECHA          | YR2                             | 02/                     |              |   |
|                              |   |   | BE65  |                         | NICAL          | 021                             | 24/                     | \$           |   |
| UPS                          | 1 | BE650G  | 0G  | 3B0746X54519            | FAILURE        | -22                             | 22                      | -            |   |
|                              |   |   |   |                         | MECHA          | YR2                             | 02/                     |              |   |
| LIDC                         | 4 | DECESS  | BE65  | 20072044466             | NICAL          | 021                             | 24/                     | \$           |   |
| UPS                          | 1 | BE650G  | 0G  | 3B0739X11038            | FAILURE        | -22<br>VD2                      | 22                      | -            |   |
|                              |   |   | BE65  |                         | MECHA<br>NICAL | YR2<br>021                      | 02/<br>24/              | \$           |   |
| UPS                          | 1 | BE650RCN  | ORCN  | 5B0752T00409            | FAILURE        | -22                             | 24/                     | ې<br>-       |   |
| 013                          |   | BEOSONCIA   | ONCIV   | 300732100403            | MECHA          | YR2                             | 03/                     |              |   |
| PRINT                        |   | HP-   | F5S4  |                         | NICAL          | 021                             | 08/                     | \$           |   |
| ER                           | 1 | DeskJet2130   | 0A  | CN718497BK              | FAILURE        | -22                             | 22                      | -            | PD-CAPTAIN  |
|                              |   |   |   |                         | MECHA          | YR2                             | 03/                     |              | -   |
| PRINT                        |   | HP-   | F5S4  |                         | NICAL          | 021                             | 08/                     | \$           |   |
| ER                           | 1 | DeskJet2130   | 0A  | CN718497BP              | FAILURE        | -22                             | 22                      | -            | PD-CAPTAIN  |
|                              |   |   |   |                         | MECHA          | YR2                             | 03/                     |              |   |
| PRINT                        |   | HP-   | F5S4  |                         | NICAL          | 021                             | 08/                     | \$           |   |
| ER                           | 1 | DeskJet2130   | 0A  | CN71849785              | FAILURE        | -22                             | 22                      | -            | PD-CAPTAIN  |
| DD111T                       |   |   | FF. 6.4                                       |                         | MECHA          | YR2                             | 03/                     |              |   |
| PRINT                        | 1 | HP-   | F5S4  | CN710407C2              | NICAL          | 021                             | 08/                     | \$           | DD CADTAIN  |
| ER<br>LAPTO                  | 1 | DeskJet2130   | 0A  | CN718497C2              | FAILURE        | -22                             | 22                      | -            | PD-CAPTAIN  |
| P-                           |   |   | PA15  |                         | MECHA          | YR2                             | 03/                     |              |   |
| CHAR                         |   | LIND-PA1580-  | 80-   |                         | NICAL          | 021                             | 08/                     | \$           | PD-   |
| GER                          | 1 | 1745  | 1745  | SN1526                  | FAILURE        | -22                             | 22                      | -            | JDUPLECHIN  |
|                              |   |   |   |                         | MECHA          | YR2                             | 03/                     |              |   |
|                              |   |   | BE55  |                         | NICAL          | 021                             | 08/                     | \$           |   |
| UPS                          | 1 | BE550G  | 0G  | 4B1602P13012            | FAILURE        | -22                             | 22                      | -            |   |
|                              |   |   |   |                         | MECHA          | YR2                             | 03/                     |              |   |
|                              |   |   | BE55  |                         | NICAL          | 021                             | 08/                     | \$           |   |
| UPS                          | 1 | BE550G  | 0G  | 4B1602P13014            | FAILURE        | -22                             | 22                      | -            |   |
| NACAUT                       |   | SONY-   | DC144   |                         | END OF         | YR2                             | 03/                     | Ļ            |   |
| MONIT<br>OR                  | 1 | PFM42X1-  | PFM4  | SN_6E04241              | END OF<br>LIFE | 021<br>-22                      | 11/<br>22               | \$           | CH-COUNCIL  |
| UK                           | 1 | DISPLAY   | 2X1   | SN-6504341              | LIFE           | -22<br>YR2                      | 03/                     | -            | CH-COUNCIL  |
|                              |   | \(\)\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\  |   |                         |                |                                 | •                       |              |   |
| MONIT                        |   | SONY-<br>PFM42X1-   | PFMA  |                         | FND OF         | ()21                            | 11/                     | Ś            |   |
| MONIT<br>OR                  | 1 | PFM42X1-  | PFM4<br>2X1                                   | SN-6504606              | END OF<br>LIFE | 021<br>-22                      | 11/<br>22               | \$<br>-      | CH-COUNCIL  |
| OR                           | 1 |   | PFM4<br>2X1<br>AP70                           | SN-6504606              | END OF<br>LIFE | -22                             |                         |              | CH-COUNCIL<br>PD-OLD                                    |
| OR<br>MISC-                  | 1 | PFM42X1-<br>DISPLAY   | 2X1   | SN-6504606<br>SN-       |                |                                 |                         |              |   |
| OR<br>MISC-<br>EQUIP         | 1 | PFM42X1-<br>DISPLAY<br>VERIZON-   | 2X1<br>AP70                                   |                         |                | -22                             | 22                      |              | PD-OLD  |
| OR<br>MISC-                  | 1 | PFM42X1-<br>DISPLAY<br>VERIZON-<br>PROXIM-  | 2X1<br>AP70<br>0-                             | SN-                     | LIFE           | -22<br>YR2                      | 03/                     | -            | PD-OLD<br>ACCESS  |
| OR<br>MISC-<br>EQUIP<br>MENT |   | PFM42X1-<br>DISPLAY<br>VERIZON-<br>PROXIM-<br>WIRELESS<br>ACCESS POINT<br>VERIZON-            | 2X1<br>AP70<br>0-<br>6814<br>45<br>AP70       | SN-<br>06UT3957051<br>0 | LIFE<br>END OF | -22<br>YR2<br>021<br>-22        | 03/<br>11/<br>22        | \$           | PD-OLD<br>ACCESS<br>POINT FOR<br>L3<br>PD-OLD           |
| OR MISC- EQUIP MENT MISC-    |   | PFM42X1-<br>DISPLAY<br>VERIZON-<br>PROXIM-<br>WIRELESS<br>ACCESS POINT<br>VERIZON-<br>PROXIM- | 2X1<br>AP70<br>0-<br>6814<br>45<br>AP70<br>0- | SN-<br>06UT3957051<br>0 | END OF<br>LIFE | -22<br>YR2<br>021<br>-22<br>YR2 | 03/<br>11/<br>22<br>03/ | -<br>\$<br>- | PD-OLD<br>ACCESS<br>POINT FOR<br>L3<br>PD-OLD<br>ACCESS |
| OR<br>MISC-<br>EQUIP<br>MENT |   | PFM42X1-<br>DISPLAY<br>VERIZON-<br>PROXIM-<br>WIRELESS<br>ACCESS POINT<br>VERIZON-            | 2X1<br>AP70<br>0-<br>6814<br>45<br>AP70       | SN-<br>06UT3957051<br>0 | LIFE<br>END OF | -22<br>YR2<br>021<br>-22        | 03/<br>11/<br>22        | \$           | PD-OLD<br>ACCESS<br>POINT FOR<br>L3<br>PD-OLD           |

|           |    |                        |               |                     |                  |            | /         |          |                  |
|-----------|----|------------------------|---------------|---------------------|------------------|------------|-----------|----------|------------------|
| MISC-     |    |                        |               |                     |                  | YR2        | 03/       |          | PD-              |
| EQUIP     |    | EXTERNAL DVD           |               |                     | END OF           | 021        | 11/       | \$       | OLDBROWN         |
| MENT      | 1  | ROM DRIVE              | NA            | NA                  | LIFE             | -22        | 22        | -        | BUILDING         |
| LAPTO     |    |                        |               |                     |                  |            |           |          |                  |
| Р         |    |                        | PA15          |                     | MECHA            | YR2        | 03/       |          |                  |
| CHAR      |    | LIND-PA1555-           | 55-           |                     | NICAL            | 021        | 11/       | \$       | PD-              |
| GER       | 1  | 655                    | 655           | SN0740              | FAILURE          | -22        | 22        | -        | RGUILLORY        |
|           |    |                        |               |                     | MECHA            | YR2        | 03/       |          |                  |
| MONIT     |    | SAMSUNG-               | B224          | LS22CBKABVZ         | NICAL            | 021        | 16/       | \$       |                  |
| OR        | 1  | B2240W                 | 0W            | Α                   | FAILURE          | -22        | 22        | -        | PD-RCRAFT        |
|           |    |                        |               | • •                 | MECHA            | YR2        | 03/       |          |                  |
| PRINT     |    | HP-LASERJET-           | CF14          |                     | NICAL            | 021        | 16/       | \$       | PD-              |
| ER        | 1  | M276NW                 | 5A            | CNF8GCCK72          | FAILURE          | -22        | 22        | ب<br>-   | THANSON          |
| LN        |    | IVIZ/OINVV             | JA            | CNF6GCCK72          |                  |            |           | -        | THANSON          |
| DDINIT    |    | LID LACEDIET           | CE4.4         |                     | MECHA            | YR2        | 03/       | <b>~</b> |                  |
| PRINT     |    | HP-LASERJET-           | CF14          | 01150541446         | NICAL            | 021        | 16/       | \$       |                  |
| ER        | 1  | M276NW                 | 5A            | CND8F4X1Y6          | FAILURE          | -22        | 22        | -        |                  |
|           |    |                        |               |                     | MECHA            | YR2        | 03/       |          |                  |
| PRINT     |    | HP-LASERJET-           | CF14          |                     | NICAL            | 021        | 16/       | \$       |                  |
| ER        | 1  | M276NW                 | 5A            | CNF8GCD2PZ          | FAILURE          | -22        | 22        | -        |                  |
| MISC-     |    | HP-PRINTER-            |               |                     |                  | YR2        | 03/       |          |                  |
| EQUIP     |    | AUTO-                  |               |                     | END OF           | 021        | 25/       | \$       |                  |
| MENT      | 10 | CHARGER                | NA            | NA                  | LIFE             | -22        | 22        | -        |                  |
|           |    |                        | 997-          |                     | MECHA            | YR2        | 03/       |          |                  |
| MONIT     |    | PLANAR-                | 6897-         | PL624LT50100        | NICAL            | 021        | 29/       | \$       |                  |
| OR        | 1  | PLL2210W               | 00            | 6                   | FAILURE          | -22        | 22        |          | PW-LSAVOY        |
|           |    |                        |               |                     | MECHA            | YR2        | 04/       |          |                  |
| PRINT     |    | HP-LASERJET-           | CF37          |                     | NICAL            | 021        | 12/       | \$       |                  |
| ER        | 1  | M477fdn                | 8A            | VNBKL4V42V          | FAILURE          | -22        | 22        | ب<br>-   | CH-MBCOE         |
| LIN       |    | 1014771011             | OA            | VINDICLAVAZV        |                  |            |           |          | CHIVIDCOL        |
| DDINIT    |    | LID LACEDIET           | CEOE          |                     | MECHA            | YR2        | 04/       | <b>~</b> |                  |
| PRINT     |    | HP-LASERJET-           | CE95          | CNIDE240000         | NICAL            | 021        | 19/       | \$       | CHAID            |
| ER        | 1  | M451dn                 | 7A            | CNDF318900          | FAILURE          | -22        | 22        | -        | CH-HR            |
| PRINT     |    |                        |               |                     | MECHA            | YR2        | 04/       |          |                  |
| ER        |    | HP-LASERJET-           | T6B8          |                     | NICAL            | 021        | 28/       | \$       |                  |
|           | 1  | M281fdw                | 2A            | VNBNM1R9ZL          | FAILURE          | -22        | 22        | -        | CH-FINANC        |
| LAPTO     |    |                        |               |                     |                  |            |           |          |                  |
| P-        |    |                        | PA15          |                     | MECHA            | YR2        | 04/       |          |                  |
| CHAR      |    | LIND-PA1580-           | 80-           |                     | NICAL            | 021        | 28/       | \$       |                  |
| GER       | 1  | 1745                   | 1745          | sn1426              | <b>FAILURE</b>   | -22        | 22        | -        | FD-CENTRA        |
|           |    | VERIZON                |               |                     |                  |            |           |          |                  |
| MOBIL     |    | JETPACK MIFI           |               | IMEI-               | MECHA            | YR2        | 05/       |          |                  |
| E-MIFI    |    | 8800L (SIM             | MIFI8         | 990009313141        | NICAL            | 021        | 13/       | \$       | CH-              |
|           | 1  | REMOVED)               | 800L          | 742                 | FAILURE          | -22        | 22        | -        | LMCKELVY         |
|           |    | VERIZON                |               |                     |                  |            |           |          |                  |
| MOBIL     |    | JETPACK MIFI           |               | IMEI-               | MECHA            | YR2        | 05/       |          |                  |
| E-MIFI    |    | 7730L (SIM             | MIFI7         | 990006389668        | NICAL            | 021        | 16/       | \$       | CH-              |
| ∟ IVIII I | 1  | REMOVED)               | 730L          | 525                 | FAILURE          | -22        |           | ې<br>-   | AFONTENO         |
|           | т  |                        | / 3UL         | JLJ                 | I AILUKE         | -22        | 22        |          | ALONIENO         |
| MODII     |    | VERIZON                |               | 18.451              | NACCLIA          | VDO        | OF /      |          |                  |
| MOBIL     |    | JETPACK MIFI           |               | IMEI-               | MECHA            | YR2        | 05/       |          |                  |
| E-MIFI    | _  | 7730L (SIM             | MIFI7         | 990006382274        | NICAL            | 021        | 16/       | Ş        |                  |
|           | 1  | REMOVED)               | 730L          | 438                 | FAILURE          | -22        | 22        | -        | PD-JGULLY        |
| MONIT     |    |                        |               |                     | MECHA            | YR2        | 05/       |          |                  |
| OR        |    | PLANAR-                | PLL24         | PL230LSD0179        | NICAL            | 021        | 16/       | \$       | PW-              |
| J11       | 1  | PLL2410W               | 10W           | 9                   | FAILURE          | -22        | 22        | -        | CMURNANE         |
| LAPTO     |    |                        |               |                     |                  |            |           |          |                  |
| Р         |    |                        | PA15          |                     | MECHA            | YR2        | 05/       |          |                  |
| CHAR      |    | LIND-PA1555-           | 55-           |                     | NICAL            | 021        | 16/       | \$       |                  |
| GER       | 1  | 968                    | 968           | SN0715              | FAILURE          | -22        |           | -        |                  |
| - **      |    | VERIZON                |               | · - <del></del>     |                  |            |           |          |                  |
| MOBIL     |    | JETPACK MIFI           |               | IMEI-               | MECHA            | YR2        | 06/       |          |                  |
|           |    |                        |               |                     |                  |            | -         | <u> </u> | CII              |
|           |    | SSUUI (CIVA            | MILLO         | 000000012020        | MICVI            | (11)1      | י כח      |          |                  |
| E-MIFI    | 1  | 8800L (SIM<br>REMOVED) | MIFI8<br>800L | 990009312836<br>920 | NICAL<br>FAILURE | 021<br>-22 | 03/<br>22 | \$<br>-  | CH-<br>HHESSIFER |

|               |     | VERIZON                                |            |              |                                    |                          |                         |          |             |
|---------------|-----|--|------------|--------------|------------------------------------|--------------------------|-------------------------|----------|-------------|
| MOBIL         |     | JETPACK MIFI                           |            | IMEI-        | MECHA                              | YR2                      | 07/                     |          |             |
| E-MIFI        |     | 7730L (SIM                             | MIFI7      | 990006386631 | NICAL                              | 021                      | 01/                     | \$       |             |
| L-IVIII I     | 1   | REMOVED)                               | 730L       | 856          | FAILURE                            | -22                      | 22                      | ب<br>-   | CH-JJONES   |
|               | т.  | KLIVIO V L D J                         | 997-       | 850          | MECHA                              | YR2                      | 07/                     |          | CH-JJOINES  |
| MONIT         |     | PLANAR-                                | 7847-      | PL708LTS0040 | NICAL                              | 021                      | 01/                     | \$       | FD-         |
| OR            | 1   | PXL2271MW                              | 00         | 1            | FAILURE                            | -22                      | 22                      | ب<br>-   | SOUTHSIDE   |
| OFFICE        | т.  | T XLZZ / IIVIVV                        | - 00       | <u> </u>     | TAILUIL                            | -22                      |                         |          | 3001113IDL  |
| -             |     |  |            |              | MECHA                              | YR2                      | 07/                     |          |             |
| PHON          |     |  | E266       | SN-          | NICAL                              | 021                      | 01/                     | \$       | FD-         |
| E             | 1   | ATT E2662B                             | 2B         | BH000054164  | FAILURE                            | -22                      | 22                      | -<br>-   | SOUTHSIDE   |
| CISCO-        |     | 7111 120021                            |            | SN-          | TAILOILE                           |                          |                         |          | 3001113122  |
| IP            |     | CISCO IP                               |            | FCH12318KK0  | MECHA                              | YR2                      | 07/                     |          |             |
| PHON          |     | PHONE                                  | CP79       | MAC-         | NICAL                              | 021                      | 01/                     | \$       | FD-         |
| E             | 1   | CP7941G                                | 41G        | 0022905B8404 | FAILURE                            | -22                      | 22                      | -        | SOUTHSIDE   |
|               |     |  | 997-       |              | MECHA                              | YR2                      | 07/                     |          |             |
| MONIT         |     | PLANAR-                                | 7847-      | PL708LTS0041 | NICAL                              | 021                      | 01/                     | \$       |             |
| OR            | 1   | PXL2271MW                              | 00         | 1            | FAILURE                            | -22                      | 22                      | -        | PD-CAPTAIN  |
|               |     |  |            |              | MECHA                              | YR2                      | 07/                     |          |             |
| UPS           |     |  | BE55       | SN-          | NICAL                              | 021                      | 01/                     | \$       |             |
|               | 1   | APC-BE550G                             | 0G         | 4B1416P29065 | FAILURE                            | -22                      | 22                      | _        | PD-DCLARK   |
| N.400111      |     |  | 997-       | · · ·        | MECHA                              | YR2                      | 08/                     |          |             |
| MONIT         |     | PLANAR-                                | 7847-      | PL708LTS0051 | NICAL                              | 021                      | 10/                     | \$       |             |
| OR            | 1   | PXL2271MW                              | 00         | 1            | FAILURE                            | -22                      | 22                      | -        | CH-JWHITE   |
|               |     |  |            |              | MECHA                              | YR2                      | 08/                     |          |             |
| PRINT         |     | HP-LASERJET-                           | CF14       |              | NICAL                              | 021                      | 11/                     | \$       |             |
| ER            | 1   | M276NW                                 | 5A         | CNF8G8B172   | <b>FAILURE</b>                     | -22                      | 22                      | -        | FD-DSELPH   |
|               |     | VERIZON                                |            |              |                                    |                          |                         |          |             |
| MOBIL         |     | JETPACK MIFI                           |            | IMEI-        | MECHA                              | YR2                      | 08/                     |          |             |
| E-MIFI        |     | 7730L (SIM                             | MIFI7      | 990006382281 | NICAL                              | 021                      | 12/                     | \$       |             |
|               | 1   | REMOVED)                               | 730L       | 243          | FAILURE                            | -22                      | 22                      | -        | CH-KBERRY   |
| MONIT         |     |  | 997-       |              | MECHA                              | YR2                      | 08/                     |          |             |
| OR            |     | PLANAR-                                | 7847-      | PL708LTS0027 | NICAL                              | 021                      | 15/                     | \$       | CH-         |
| OK            | 1   | PXL2271MW                              | 00         | 2            | FAILURE                            | -22                      | 22                      | -        | TDUNMAN     |
| SCANN         |     | EPSON-TM-                              |            |              | MECHA                              | YR2                      | 08/                     |          |             |
| ER            |     | S1000 (CHECK                           | M236       |              | NICAL                              | 021                      | 24/                     | \$       | CH-         |
| LIX           | 1   | SCANNER)                               | Α          | LZBF003066   | FAILURE                            | -22                      | 22                      | -        | TDUNMAN     |
| PERIP         |     | LAPTOP DOCK -                          | CF-        |              | MECHA                              | YR2                      | 08/                     |          |             |
| HERAL         |     | PANASONIC-                             | VEB5       |              | NICAL                              | 021                      | 24/                     | \$       | CH-         |
| TILIVIL       | 1   | CF-VEB531U                             | 31U        | 3LDK039344   | FAILURE                            | -22                      | 22                      | -        | LMCKELVY    |
| TIMEC         |     |  |            |              |                                    | YR2                      | 09/                     |          | CH-         |
| LOCK          |     | LATHEM                                 | 5000       |              | END OF                             | 021                      | 27/                     | \$       | PROSECUTO   |
|               | 1   | MODEL5000EP                            | EP         | SN-E535904   | LIFE                               | -22                      | 22                      | -        | R           |
| KEYBO         |     | MICROSOFT                              |            | SN-          | MECHA                              | YR2                      | 09/                     |          | CH-         |
| ARD           |     | 6000 SERIES                            | WUR        | 783720080526 | NICAL                              | 021                      | 27/                     | \$       | PROSECUTO   |
|               | 1   | KEYBOARD                               | 0571       | 6            | FAILURE                            | -22                      | 22                      | -        | R           |
| 1155          |     |  | DEC-       |              | MECHA                              | YR2                      | 09/                     | <b>.</b> | CH-         |
| UPS           | _   | ADC DECESS:                            | BE65       | 40404500010  | NICAL                              | 021                      | 27/                     | \$       | PROSECUTO   |
|               | 1   | APC-BE650G1                            | 0G1        | 4B1315P07019 | FAILURE                            | -22                      | 22                      | -        | R           |
| MONIT         |     | CATELLIAN                              | QS73       |              | END OF                             | YR2                      | 09/                     | <b>,</b> | CH-         |
| OR            | 4   | GATEWAY                                | 3060       | CNI 7004345  | END OF                             | 021                      | 27/                     | \$       | PROSECUTO   |
|               | 1   | MONITOR                                | 0396       | SN-7004315   | LIFE                               | -22                      | 22                      | -        | R           |
|               |     | VERIZON                                |            |              |                                    |                          |                         |          | Old         |
|               |     | NETWORK                                |            |              |                                    | VDO                      | 12/                     |          | Old         |
| FLEET         |     | FLEET                                  |            |              | END OF                             | YR2                      | 12/                     | ċ        | Hardware -  |
|               |     |  |            |              | END OF                             | 021                      | 05/                     | \$       | Upgraded to |
|               | 102 | EQUIPMENT                              | NI/A       | NI/A         | LIEE                               |                          |                         |          |             |
| MISC          | 102 | (OLD)                                  | N/A        | N/A          | LIFE                               | -22<br>VP2               | 22                      | -        | New         |
| MISC-         | 102 | (OLD)<br>MISC-                         | N/A        | N/A          | MECHA                              | YR2                      | 12/                     |          | New         |
| EQUIP         |     | (OLD) MISC- CORDS/CABLES               |            |              | MECHA<br>NICAL                     | YR2<br>021               | 12/<br>05/              | \$       | New         |
|               | 102 | (OLD)<br>MISC-                         | N/A<br>N/A | N/A<br>N/A   | MECHA<br>NICAL<br>FAILURE          | YR2<br>021<br>-22        | 12/<br>05/<br>22        |          | New         |
| EQUIP         |     | (OLD) MISC- CORDS/CABLES (USB,VGA,ETC) | N/A        |              | MECHA<br>NICAL<br>FAILURE<br>MECHA | YR2<br>021<br>-22<br>YR2 | 12/<br>05/<br>22<br>12/ | \$<br>-  | New         |
| EQUIP<br>MENT |     | (OLD) MISC- CORDS/CABLES               |            |              | MECHA<br>NICAL<br>FAILURE          | YR2<br>021<br>-22        | 12/<br>05/<br>22        | \$       | PD-JWALL    |

|      |   | SONY-      |      |             |         |     |     |    |            |
|------|---|------------|------|-------------|---------|-----|-----|----|------------|
| CAME |   | CYBERSHOT- |      |             | MECHA   | YR2 | 12/ |    | MBC-       |
| RA   |   | DSCW510-   | DSC  |             | NICAL   | 021 | 06/ | \$ | INSPECTION |
|      | 1 | SN487957   | W510 | SN487957    | FAILURE | -22 | 22  | -  | S          |
|      |   | CANON-     |      |             |         |     |     |    |            |
| CAME |   | PC1230-    |      |             | MECHA   | YR2 | 12/ |    | MBC-       |
| RA   |   | POWERSHOTA | PC12 | SN-         | NICAL   | 021 | 06/ | \$ | INSPECTION |
|      | 1 | 550        | 30   | 42281388498 | FAILURE | -22 | 22  | -  | S          |
|      |   | CANON-     |      |             |         |     |     |    |            |
| CAME |   | PC1267-    |      |             | MECHA   | YR2 | 12/ |    | MBC-       |
| RA   |   | POWERSHOTA | PC12 | SN682634214 | NICAL   | 021 | 06/ | \$ | INSPECTION |
|      | 1 | 47-        | 67   | 4           | FAILURE | -22 | 22  | -  | S          |
| CHAR |   |            |      |             | MECHA   | YR2 | 12/ |    | MBC-       |
| GER  |   | HP MOBILE  | C825 |             | NICAL   | 021 | 06/ | \$ | INSPECTION |
| GEN  | 1 | CHARGER    | 7A   | SN-057850   | FAILURE | -22 | 22  | -  | S          |
| CHAR |   |            |      |             | MECHA   | YR2 | 12/ |    | MBC-       |
| GER  |   | HP MOBILE  | C825 |             | NICAL   | 021 | 06/ | \$ | INSPECTION |
| OLIV | 1 | CHARGER    | 7A   | SN-057844   | FAILURE | -22 | 22  | -  | S          |
|      |   |            |      |             |         |     |     |    |            |

### The above-mentioned IT equipment is at end of life and has no value. It will be disposed of through E-recycle.

| DE<br>PT | TY<br>PE      | DESCRIPTION   | YE<br>AR | MAKE                        | MODEL                       | SERIAL<br>#/VIN #                       | REASON                    | DATE              | VA<br>LU<br>F   |
|----------|---------------|---|----------|-----------------------------|-----------------------------|---|---------------------------|-------------------|-----------------|
| FIR<br>E | EQ<br>UI<br>P | OVERHEAD LIGHTING                                     | 7.11.    | COOPER<br>LIGHTING          | CAT NO<br>MHSS-M-<br>400-MT | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | NOT IN USE                | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | MOBILE CYLINDER<br>BREATHING AIR SYSTEM ON<br>TRAILER | 20<br>13 | METRO<br>EQIP/SCOTT<br>TECH | LIBERTY1                    |   | NOT IN USE                | 12/1<br>2/22      | \$5,<br>00<br>0 |
| FIR<br>E | EQ<br>UI<br>P | EXMART ZERO TURN LAWN<br>MOWER                        |          | EXMART                      |                             |   | NOT IN USE                | 12/1<br>2/22      | \$1<br>50       |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-100<br>FT 5 INCH WITH COUPLING   |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-100<br>FT 5 INCH WITH COUPLING   |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-100<br>FT 5 INCH WITH COUPLING   |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-100<br>FT 5 INCH WITH COUPLING   |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-100<br>FT 5 INCH WITH COUPLING   |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/12<br>2 | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 6- 50 FT<br>2 ½ INCH WITH COUPLING |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |
| FIR<br>E | EQ<br>UI<br>P | USED FIRE HOSE QTY 6- 50 FT<br>2 ½ INCH WITH COUPLING |          |                             |                             |   | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22      | \$2<br>5        |

| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 6- 50 FT<br>2 ½ INCH WITH COUPLING |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
|----------------|---------------|---|----------|--|---------------------------|--------------|----------|
| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 6- 50 FT<br>2 ½ INCH WITH COUPLING |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 4-50 FT<br>1 ¾ INCH WITH COUPLING  |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 5-50 FT<br>1 ¾ INCH WITH COUPLING  |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 5-50 FT<br>1 ¾ INCH WITH COUPLING  |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
| FIR<br>E       | EQ<br>UI<br>P | USED FIRE HOSE QTY 5-50 FT<br>1 ¾ INCH WITH COUPLING  |          |  | FAILED<br>HOSE<br>TESTING | 12/1<br>2/22 | \$2<br>5 |
| PO<br>LIC<br>E | F&<br>E       | POLICE DISPATCH DESK                                  | 20<br>09 |  | BROKEN                    | 12/1<br>2/22 | NO<br>NE |
| PO<br>LIC<br>E | F&<br>E       | POLICE DISPATCH DESK                                  | 20<br>09 |  | BROKEN                    | 12/1<br>2/22 | NO<br>NE |

BE IT FURTHER ORDAINED that Mayor Mike Danahay is authorized to dispose of the above-mentioned surplus movable property and to sign all paperwork in connection therewith.

BE IT ALSO FURTHER ORDAINED that this ordinance shall become effective immediately upon the Mayor's signature.

|  | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on thisday of, 2023.   |
|--|--|
|  | MANDY THOMAS, Chairman   |
| I HEREBY CERTIFY that the foregoing Ordinance has been presented to the Mayor on this day of, 2023, at o'clockm. | I HEREBY CERTIFY that I have received from the Mayor at o'clockm. on this day of 2023, the foregoing ordinance which has approved/vetoed by the Mayor. |
| ARLENE BLANCHARD, Clerk  | ARLENE BLANCHARD, Clerk  |

| RESOLUTION NO. | , M-C SERIES |
|----------------|--------------|
|----------------|--------------|

Resolution accepting Substantial Completion for Mimosa Heights Phase 2 Street Improvements.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby accept Substantial Completion for Mimosa Heights Phase 2 Street Improvements.

| authority thereof, that they do hereby 2 Street Improvements. | accept Substantial Completion for Mimosa Heights I  |
|---|---|
|   | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2023. |
|   | MANDY THOMAS, Chairman  |
| I HEREBY CERTIFY that the foregoing Ordinance has been        | I HEREBY CERTIFY that I have received from the Mayor at o'clock .m.                               |
| presented to the Mayor on this day of, 2023, at o'clockm.     | on this day of, 2023, the foregoing ordinance which has approved/vetoed by the Mayor.             |
| ARLENE BLANCHARD, Clerk                                       | ARLENE BLANCHARD, Clerk   |

#### MEYER & ASSOCIATES, INC.

#### **PUNCH LIST**

**PROJECT:** Mimosa Heights Improvements

Phase 2 - Street Rehab

PROJECT NO: B6-18010-DB DATE: November 3, 2022

#### INSPECTION WAS CONDUCTED AT ABOVE PROJECT BY:

**CONTRACTOR-OWNER** 

**ENGINEER-ARCHITECT** 

Contractor: Williams Equipment Services, LLC

Austin Williams Greg Sammons

Engineer: Andrew Mattingly

Owner:

City of Sulphur

Austin Abrahams Steve Wilson Mark LeJune

Inspector: Terry Bailey

The following items are to be corrected or completed to comply with the Contract Documents:

| Type of Inspection | Preliminary | Substantial | Final | 1 Yr. Guaranty |
|--------------------|-------------|-------------|-------|----------------|
|                    |             | X           |       |                |

| NO. | ITEM   | VALUE      |
|-----|--|------------|
| 1   | Place aggregate surface course (#57 stone @ 2' wide) in front of all mailboxes                                     | Pay Iten   |
| 2   | Touch up driveways as needed with aggregate surface course (#57 stone)   | \$500.00   |
| 3   | Clean and sweep the roadway of any loose silt. Maintain clean road through duration of punch list work.            | \$500.00   |
| 4   | Remove any loose aggregate or broken concrete along shoulders. Add topsoil as needed and grade and shape to drain. | \$800.00   |
| 5   | Finalize Phase 1 punch list including hydroseeding within project limits   | N/A        |
| 6   | Place erosion control socks around catch basins as needed  | \$175.00   |
| 7   | Remove any road signs or barricades  | \$175.00   |
| 8   | Provide release from property used for storage at 203 West Mimosa  | \$100.00   |
| 9   | Replace all road and speed limit signs   | \$125.00   |
| 10  | Remove aggregate stockpile located at South Mimosa   | \$250.00   |
| 11  | Replace hurricane fencing at South Mimosa  | \$375.00   |
|     | TOTAL  | \$3,000.00 |

#### RESOLUTION NO. , M-C SERIES

Resolution approving liquor licenses for 2023.

BE IT RESOLVED by the City Council of the City of Sulphur, Louisiana, the governing authority thereof, that they do hereby approve the below liquor licenses for 2023:

| NAM | E:                                | CONTENT: |
|-----|-----------------------------------|----------|
| 1.  | A & B TOBACCO                     | CLASS B  |
| 2.  | AMERICAN LEGION POST #179         | CLASS A  |
| 3.  | BROOKSHIRE BROTHERS #47           | CLASS B  |
| 4.  | CAJUN PLAY/LIGHTHOUSE MARKET      | CLASS B  |
| 5.  | CAMARON CULICHI MEXICAN GRILL LLC | CLASS A  |
| 6.  | CANDLEWOOD SUITES                 | CLASS A  |
| 7.  | CASA OLE #48                      | CLASS A  |
| 8.  | CASH MAGIC WINNER'S CHOICE        | CLASS A  |
| 9.  | CASH MAGIC WINNER'S CHOICE-CS     | CLASS B  |
| 10. | CHARGEPOINT LLC                   | CLASS B  |
| 11. | CHILI'S GRILL & BAR               | CLASS A  |
| 12. | CIRCLE A                          | CLASS B  |
| 13. | CIRCLE K #8340                    | CLASS B  |
| 14. | CLARION POINTE BY CHOICE HOTEL    | CLASS A  |
| 15. |                                   | CLASS A  |
| 16. | CRUST PIZZA COMPANY               | CLASS A  |
| 17. | CVS PHARMACY #5612                | CLASS B  |
| 18. | DELTA FOOD MART #4                | CLASS B  |
| 19. | DOLLAR GENERAL #8694              | CLASS B  |
| 20. | DOLLAR GENERAL #9397              | CLASS B  |
| 21. | DOLLAR GENERAL STORE #22891       | CLASS B  |
| 22. | DOLLAR GENERAL STORE #22893       | CLASS B  |
| 23. | DOUBLE TREE BY HILTON             | CLASS A  |
| 24. | E-Z MART #4415                    | CLASS B  |
| 25. | EXPRESS 27                        | CLASS B  |
| 26. | FAMILY DOLLAR #23877              | CLASS B  |
| 27. | FIFTH WHEEL CONOCO                | CLASS B  |
| 28. | FIRST STOP #1                     | CLASS B  |
| 29. | FOOD MART                         | CLASS B  |
| 30. | GRAB N GEAUX #5                   | CLASS B  |
| 31. | GRAB N GEAUX #7                   | CLASS B  |
| 32. | GRAB N GEAUX #10                  | CLASS B  |
| 33. | GRAB N GEAUX #16                  | CLASS B  |
| 34. | HOLLIER'S CAJUN KITCHEN           | CLASS A  |
| 35. | IN & OUT #3                       | CLASS B  |
| 36. | JACKPOT JUNCTION CASINO           | CLASS A  |
| 37. | JOE'S PIZZA & PASTA OF SULPHUR    | CLASS A  |
| 38. | KAW-LIGA'S WDN INDIAN CLUB        | CLASS A  |
| 39. | KROGER #747                       | CLASS B  |
| 40. | KROGER KWIK SHOP #747             | CLASS B  |
| 41. | KYOTO JAPANESE STEAK HOUSE        | CLASS A  |
| 42. | LA RUMBA                          | CLASS A  |
| 43. | LEBLEU'S LANDING                  | CLASS A  |
| 44. | LIQUOR LAB                        | CLASS B  |
| 45. | LOS PONCHOS MEXICAN GRILL         | CLASS A  |
| 46. | MAPLEWOOD DISCOUNT                | CLASS B  |
| 47. | MARIA'S COCINA MEXICANA           | CLASS A  |
| 48. | MARKET BASKET #41                 | CLASS B  |
| 49. | MISSE'S GROCERY                   | CLASS B  |
| 50. | MISSION FUEL                      | CLASS B  |
| 51. | MORE 4 LESS #25                   | CLASS B  |

| 52. | MORE 4 LESS #45                  | CLASS B |
|-----|----------------------------------|---------|
| 53. | QUICK STUFF                      | CLASS B |
| 54. | RICHARD'S BOUDIN & SEAFOOD MKT   | CLASS A |
| 55. | ROUSE'S MARKET #71               | CLASS B |
| 56. | ROYAL PALACE                     | CLASS A |
| 57. | SAKE JAPANESE INC                | CLASS A |
| 58. | SMOKERS EXPRESS                  | CLASS B |
| 59. | SMOKER'S PARADISE                | CLASS B |
| 60. | SULPHUR PARKS & REC- GOLF COURSE | CLASS A |
| 61. | SULPHUR TRUCK STOP & CASINO      | CLASS A |
| 62. | SULPHUR TRUCK STOP- CONV STORE   | CLASS B |
| 63. | SUNDOWN SUPER SAVER #4           | CLASS B |
| 64. | TACO MEL II LLC                  | CLASS A |
| 65. | THE BOILING POINT                | CLASS A |
| 66. | TOBACCO PLUS INC #1              | CLASS B |
| 67. | TORSTOP LLC                      | CLASS B |
| 68. | VISION HOTELS DBA HAMPTON INN    | CLASS A |
| 69. | WALMART SUPERCENTER #331         | CLASS B |
| 70. | WALGREEN'S #10509                | CLASS B |
| 71. | WALGREEN'S #2920                 | CLASS B |
| 72. | WEST CAL ARENA                   | CLASS A |
| 73. | WEST CAL ARENA & EVENTS CENTER   | CLASS A |
| 74. | X-PREZ TOBACCO                   | CLASS B |
| 75. | YELLOWFIN DISTILLERY LLC         | CLASS B |
|     |                                  |         |

BE IT FURTHER RESOLVED that the above liquor licenses shall be approved for 2023.

|                          | APPROVED AND ADOPTED by the City Council of the City of Sulphur, Louisiana, on this day of, 2023. |
|--------------------------|---|
|                          | MANDY THOMAS, Chairman  |
| ATTEST:                  |   |
| ARI ENE RI ANCHARD Clerk |   |